

**RESALE AGREEMENT BETWEEN
GTE COMMUNICATIONS CORPORATION AND
BELLSOUTH TELECOMMUNICATIONS, INC.**

This Resale Agreement, which shall become effective as of the 15th day of January 1999 ("Effective Date"), is entered into by and between GTE Communication Corporation ("GTECC"), a Delaware corporation, having its principal place of business at 5221 N. O'Connor Boulevard, Irving, Texas, 75039, on behalf of itself and its successors and assigns, 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 ("Act") was signed into law on February 8, 1996; and

WHEREAS, the Act requires incumbent local exchange providers, such as BellSouth, to make available for resale at wholesale rates any telecommunications service that BellSouth provides at retail to subscribers who are not telecommunications carriers; and

WHEREAS, on March 7, 1997, BellSouth issued a Resale Tariff "R", approved by the **Georgia Public Service Commission** that makes available telecommunications services at wholesale rates to requesting competitive local exchange carriers, such as GTECC; and

WHEREAS, GTECC intends to initially provide local telecommunications in Georgia by reselling BellSouth's telecommunications services as set forth in its Resale Tariff; and

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

1. BellSouth shall make available to GTECC for resale its telecommunication services and other specified services at the rates, terms, and conditions set forth in its Resale Tariff "R", and GTECC shall purchase from BellSouth such telecommunications services and other specified services pursuant to the rates, terms and conditions of said Resale Tariff. Accordingly, BellSouth's Resale Tariff, as may be changed from time to time, is incorporated herein as if set forth in full.
2. The term of this Agreement will be for one (1) year from the Effective Date. After the initial one-year term, this Agreement will continue on a month-to-month basis until one party notifies the other of its intention to terminate the Agreement. Said termination notice will be in writing and delivered not less than sixty (60) days prior to the intended date of termination.
3. Notwithstanding paragraph 2, this Agreement shall terminate if BellSouth withdraws its resale tariff or said resale tariff is no longer in effect. If this Agreement terminates for either of those reasons, BellSouth shall continue to provide GTE those services GTE was purchasing from BellSouth prior to the date of termination at the same rates, terms and conditions that were in effect at the date of termination. Further, BellSouth shall offer new or additional services to GTE for resale on the same rates, terms and conditions BellSouth offers such services to other local exchange carriers. BellSouth shall continue to offer services to GTE for resale as set forth herein until such time as BellSouth and GTE enter another agreement under section 251 and 252 of the

Act, whether such agreement is the product of negotiation, mediation, arbitration or adoption, at which time the rates, terms and conditions of the new agreement shall control BellSouth's provision of all services to GTE for resale.

4. GTECC may terminate this agreement at any time for the purpose of entering another agreement with BellSouth under sections 251 and 252 of the Act, regardless of whether such new agreement is the product of negotiation, mediation, arbitration or adoption. Upon the new agreement becoming effective, GTECC and BellSouth will use their best efforts to efficiently and promptly transition, as needed, any existing services and other arrangements so that they conform with the rates, terms, and conditions of the new agreement.
5. Every notice required or contemplated by this Agreement shall be in writing and shall be delivered in person, by overnight delivery service, or by postage prepaid first class mail to:

BellSouth Telecommunications, Inc.
OLEC Account team
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

And

General Attorney – COU
Suite 4300
675 W. Peachtree Street
Atlanta, Georgia 303 75

And

GTE Communications Corporation
Director –LEC Services Vendor/Contract Management
5221 N. O'Connor Boulevard
14th Floor
Irving, Texas 75039

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

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

BellSouth Telecommunications, Inc.

GTE Communications Corporation

Original Signature On File
Scott M. Zimmerman
VP – Operational Performance

DATE: _____

DATE: 1-16-99

BELLSOUTH
TELECOMMUNICATIONS, INC.
GEORGIA
ISSUED: March 7, 1997
BY: President - Georgia
Atlanta, Georgia

RESALE TARIFF

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EFFECTIVE: March 19, 1997

R1. APPLICATION OF TARIFF

(N)

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(N)

R1.1 General

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(N)

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TELECOMMUNICATIONS, INC.
GEORGIA
ISSUED: March 7, 1997
BY: President - Georgia
Atlanta, Georgia

RESALE TARIFF

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R1. APPLICATION OF TARIFF

(N)

R1.1 General

(N)

- A. This Tariff contains regulations, rates and charges applicable to the provision of resold telecommunication services as defined by the Telecommunications Act of 1996, and provided by BellSouth Telecommunications, Inc., hereinafter referred to as the Company, to Resellers authorized to order service out of this Tariff. (N)
- B. The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Reseller for the furnishing of any service. (N)
- C. The regulations, rates, and charges contained herein are in addition to the applicable regulations, rates, and charges specified in other tariffs of the Company which are referenced herein. (N)
- D. The Company code for Georgia is 5192. (N)

BELLSOUTH
TELECOMMUNICATIONS, INC.
GEORGIA
ISSUED: March 7, 1997
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Atlanta, Georgia

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R2. GENERAL REGULATIONS

R2.1 Application

The regulations specified herein are applicable for the resale of services offered in this Tariff by certificated Other Local Exchange Companies (OLECs). Additional regulations, where applicable, pertaining to specific service offerings accompany such offerings as provided in the Company's General Subscriber Service Tariff and Private Line Service Tariff.

R2.2 Limitations and Use of Resold Services

R2.2.1 General

- A. Unless specific exceptions are made to the contrary elsewhere in this Tariff, OLECs may resell those services identified in R2.3 following, subject to the same terms and conditions under which those services are available for sale to end users or other customers as set forth in the Company's General Subscriber Service Tariff and Private Line Service Tariff, as well as pursuant to the terms, conditions, and limitations specific to Resellers as set forth in this Tariff. (N)
- B. The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the OLEC for the furnishing of any service. (N)
- C. The Reseller will be the customer of record for all resold services. Except as specified in R2.2.7.F. of this Tariff, the Company will take orders from, bill and expect payment from the Reseller for all resold services. (N)
- D. The Reseller will be the Company's single point of contact for all services available for resale as provided for in this tariff. (N)
- E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company. (N)
- F. The Company maintains the right to serve directly any end user within an identified resale service area. The Company will continue to directly market its own local exchange and private line products and services and in doing so may establish independent relationships with end users of OLECs. (N)
- G. An OLEC must not interfere with the right of any person or entity to obtain service directly from the Company. (N)
- H. In most circumstances, the current telephone number may be retained by the end user regardless of who provides the local service. (N)
- I. Telephone numbers are assigned by the Company to the service furnished. The Reseller has no right to the telephone number or any other call number designation by the Company associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business. (N)
- J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to all Resellers for a charge not less than the Company's cost. (N)
- K. The Company will also bill the Reseller End User Common Line (EUCL) charges as set forth in BellSouth Telecommunications, Inc., Tariff FCC. No. 1, Section 4.7. (N)

R2.2.2 Unlawful Use of Service

- A. Service is furnished subject to the condition that it will not be used for any unlawful purpose. (N)
- B. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law. (N)
- C. The Company can refuse service when it has grounds to believe that service will be in violation of the law. (N)
- D. The Company accepts no responsibility to any person for any unlawful act committed by a Reseller as part of providing service to the Reseller's customers. (N)
- E. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders for assistance for customers that are not the Company's end users will be directed to the Reseller. The Company will bill the Reseller for implementing any requests by law enforcement agencies on the Reseller's end users. (N)

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TELECOMMUNICATIONS, INC.
GEORGIA
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BY: President - Georgia
Atlanta, Georgia

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R2. GENERAL REGULATIONS**R2.2 Limitations and Use of Resold Services (Cont'd)**

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R2.2.3 Interference and Impairment

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:
1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
 2. Cause damage to their facilities and equipment;
 3. Impair the privacy of any communications; or
 4. Create hazards to any employees or the public.
- B. The Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by said Reseller.

R2.2.4 Ownership of Facilities and Theft

Facilities and/or equipment utilized by the Company to provide service remains the property of the Company.

R2.2.5 Maintenance of Services

- A. Services resold under this Tariff and facilities and equipment provided by the Company shall be maintained by the Company and subject to A2.3.13 of the Company's General Subscriber Service Tariff and B2.3.1 and B2.3.2 of the Company's Private Line Service Tariff.
- B. The Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.
- C. The Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- D. The Reseller will be the Company's single point of contact for all repair calls on behalf of the Reseller's end users.
- E. Resellers will contact the appropriate repair centers in accordance with procedures established by the Company.
- F. For all repair requests, the Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- G. The Company will bill the Reseller for handling end user troubles that are found not to be in the Company's network in the same manner the Company would bill its own end users.

R2.2.6 Directory Listings

Directory listings will be provided in accordance with regulations set forth in Section A6. of the Company's General Subscriber Service Tariff.

R2.2.7 Establishment of Service

- A. After receiving certification as an OLEC from the Georgia Public Service Commission, the Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for that Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide local exchange services and/or private line services, an Operating Company Number (OCN) assigned by the National Exchange Carrier Association (NECA), a blanket letter of authorization, a LIDB storage agreement and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from a Reseller that a current customer of the Company will subscribe to the Reseller's service, standard service provisioning intervals for the appropriate class of service will apply.
- D. When an existing customer of the Company switches to a Reseller, the Company will issue a final bill to the end user that will include any termination liability applicable to the disconnected service and will refund the end user's deposit if appropriate. The Company may also provide written notification to the end user that the end user's local service is being transferred to another local service provider. Both the final bill and the notification letter will provide a contact number that the end user can call if there are questions.

BELLSOUTH
TELECOMMUNICATIONS, INC.
GEORGIA
ISSUED: March 7, 1997
BY: President - Georgia
Atlanta, Georgia

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R2. GENERAL REGULATIONS**R2.2 Limitations and Use of Resold Services (Cont'd)**

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R2.2.7 Establishment of Service (Cont'd)

- E. The Company will not require end user confirmation prior to establishing service for a Reseller's end user customer. The Reseller must, however, be able to demonstrate end user authorization upon request.
- F. The Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold local exchange services and/or private line service, except that the Company will accept a request directly from the end user for conversion of the end user's service from the Reseller to the Company or will accept a request from another Reseller for conversion of the end user's service from the first Reseller to the second Reseller. The Company will notify the Reseller(s) that such a request has been processed.
- G. The regulations and rates for the End User Access Service, as set forth in BellSouth Telecommunications, Inc., Tariff FCC. No. 1, Section 4, are applicable to Resellers of local exchange service. The monthly End User Common Line (EUCL) rates are as set forth in the BellSouth Telecommunications, Inc. Tariff FCC No. 1, Section 4.7.

R2.2.8 Deposits

- A. The Company will, in order to safeguard its interest, require a Reseller of its services who has a proven history of late payments to the Company or does not have established credit with the Company to make a deposit to be held by the Company as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- B. Such deposit may not exceed two months' estimated billing.
- C. The fact that a deposit has been made in no way relieves the Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due the Company.
- D. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action. The Company may discontinue accepting service requests until the additional deposit amount is received.
- E. In the event that a Reseller defaults on its account, service to the Reseller will be terminated and any deposits held applied to the Reseller's account.
- F. In the case of a cash deposit, interest as specified in A2.4.2 of the Company's General Subscriber Service Tariff and B2.4.1 of the Company's Private Line Service Tariff shall be paid to the subscriber during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the Reseller by the accrual date.

R2.2.9 Payment and Billing Arrangements

- A. When the initial service is ordered by a Reseller, the Company will establish master accounts for that Reseller.
- B. The Company shall bill the customer of record on a current basis all applicable charges and credits.
- C. Payment of all charges will be the responsibility of the Reseller. The Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by the Reseller from the Reseller's customer. The Company will not become involved in billing disputes that may arise between a Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- D. The Company will render bills each month on established bill days for each of the Reseller's accounts.
- E. The Company will bill the Reseller charges for all services to be provided during the ensuing billing period in advance except charges associated with service usage, which will be billed in arrears. All charges, including charges for any usage allowances, will be calculated at the individual end user level.
- F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday.

If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

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TELECOMMUNICATIONS, INC.
GEORGIA
ISSUED: March 7, 1997
BY: President - Georgia
Atlanta, Georgia

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R2. GENERAL REGULATIONS (N)

R2.2 Limitations and Use of Resold Services (Cont'd) (N)

R2.2.9 Payment and Billing Arrangements (Cont'd) (N)

- G. Upon proof of tax exempt certification from the Reseller, the total amount billed to the Reseller will not include any taxes due from the end user. The Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user. (N)
- H. As the customer of record, the Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature. (N)
- I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. Penalty shall be due to the Company as set forth in A2.4 of the Company's General Subscriber Service Tariff and in B2.4 of the Company's Private Line Service Tariff. (N)
- J. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. (N)
- K. The Company will not perform billing and collection services for a Reseller. (N)

R2.2.10 Billing Disputes (N)

- A. In general, the Company will not become involved in disputes between the Reseller and the Reseller's end user customers over resold services. (N)
- B. If a dispute does arise that cannot be settled without the involvement of the Company, the Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with the Reseller to resolve the matter in as timely a manner as possible. The Reseller may be required to submit documentation to substantiate the claim. (N)

R2.2.11 Discontinuance of Service (N)

- A. Discontinuance of Service to an End User (N)
 1. Where possible, the Company will deny service to the Reseller's end user on behalf of, and at the request of, the Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the Reseller. (N)
 2. At the request of the Reseller, the Company will disconnect a Reseller's end user customer. (N)
 3. All requests by a Reseller for denial or disconnection of an end user for nonpayment must be made in writing. (N)
 4. The Reseller will be solely responsible for notifying the end user of the proposed disconnection of the service. (N)
 5. The Company will continue to process calls made to the Annoyance Call Center and will advise the Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by the Reseller and/or the end user against any claim, loss or damage arising from providing this information to the Reseller. It is the responsibility of the Reseller to take the corrective action necessary with their customers that make annoying calls. Failure to do so will result in the Company disconnecting the end user's service. (N)
- B. Discontinuance of Service to a Reseller (N)
 1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance, by the Reseller, of the rules and regulations of this Tariff. (N)
 2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to the Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment of all billed charges is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and the Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice. (N)
 3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both. (N)

BELLSOUTH
TELECOMMUNICATIONS, INC.
GEORGIA
ISSUED: August 11, 1998
BY: President - Georgia
Atlanta, Georgia

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EFFECTIVE: September 10, 1998

R2. GENERAL REGULATIONS

R2.2 Limitations and Use of Resold Services (Cont'd)

R2.2.11 Discontinuance of Service (Cont'd)

B. Discontinuance of Service to a Reseller (Cont'd)

4. If the Reseller fails to comply with the provisions of this Tariff, including any payments of accounts not received by the bill date in the month after the original bill date, the Company may, on thirty days written notice to the person designated by the Reseller to receive notices of noncompliance, discontinue the provision of existing services to the Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and the Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the Reseller without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, the Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to the Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or another Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

R2.2.12 Liability

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

The Company shall be indemnified and saved harmless by the Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to the Reseller

- B. The Company shall be indemnified, defended and held harmless by the Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:
1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from the Reseller's or end user's own communications.
 2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller.
 3. All other claims arising out of an act or omission of the Reseller or end user in the course of using services.
- C. The Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of the Reseller with respect to any end user of that Reseller.
- D. The Company shall not be liable to the Reseller and/or end user for any damages, claims, actions, causes of action or demands arising out of the Company's compliance with the Georgia Public Service Commission's Emergency Commission Rule 515-12-1-.33 or any permanent rule that is subsequently adopted relating to the same subject matter.

(N)

BELLSOUTH
TELECOMMUNICATIONS, INC.
GEORGIA
ISSUED: March 7, 1997
BY: President - Georgia
Atlanta, Georgia

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R2. GENERAL REGULATIONS**R2.2 Limitations and Use of Resold Services (Cont'd)**

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In addition to restrictions that may be specified in the Company's General Subscriber Service Tariff and Private Line Service Tariff, the following restrictions apply:

A. Joint Marketing

1. Until the Company is authorized pursuant to subsection (d) of the 1996 Telecommunication Act (the Act) to provide interLATA long services in the state of Georgia, or until 36 months have passed since the date of enactment of the Act, whichever is earlier, a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines may not jointly market in Georgia telephone exchange service obtained from the Company pursuant to Section 251(c)(4) of the Act with interLATA services offered by that telecommunications carrier.

B. Class of Service

1. Resellers shall purchase all local exchange services at the same terms and conditions offered to residence and business customers as set out in the Company's existing General Subscriber Service Tariff.
2. The resale of basic local exchange services shall be limited to users and uses conforming to the definition of basic local exchange services. For example, a Reseller cannot purchase residence lines and resell them for business use, and in no case shall the Company's flat rated basic local exchange services be used as a substitute for Switched Access Service in the completion of traditionally defined Long Distance telephone services. The same terms and conditions contained in A2.3.6 of the Company's General Subscriber Service Tariff shall apply for the application of residence and business rates.
3. A Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscriber (end user) as stated in A2.3.2.A. of the Company's General Subscriber Service Tariff.
4. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, the Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service shall apply. Additionally, back billing beginning the date the service was established, may be assessed.

C. Aggregation or Grouping of Services

1. Resold services can only be used in the same manner as specified in the Company's General Subscriber Service Tariff and Private Line Service Tariff.
2. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company's, in the appropriate section of existing tariffs.
3. Certain discounts and usage allowances are applied on a per line or per account basis (for example, the message unit allowance on message rated local service).

These discounts in usage allowances cannot be aggregated, and will continue to apply on a per line or per account basis when the services are provided to a reseller.

These limitations shall not preclude any forms of aggregation that are currently available in the Company's General Subscriber Service and Private Line Service Tariff.

BELLSOUTH
TELECOMMUNICATIONS, INC.
GEORGIA
ISSUED: April 28, 1998
BY: President - Georgia
Atlanta, Georgia

RESALE TARIFF

First Revised Page 7
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EFFECTIVE: May 28, 1998

R2. GENERAL REGULATIONS

R2.2 Limitations and Use of Resold Services (Cont'd)

R2.2.13 Restrictions (Cont'd)

D. Service Area

An OLEC may resell services only within the specific resale service area as defined in their certification.

E. Tariff Service Limitations

The Reseller must adhere to all tariff limitations for the services that are resold. The Reseller shall be responsible for ensuring that compliance with current tariff provisions is maintained by it and its end users.

F. Privacy

Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited by this Tariff

G. Common Blocks of Equipment or Facilities

Products or services which require common blocks of equipment or facilities can not be shared between services provided by a Reseller and services provided by the Company, e.g., MultiServ[®] service, rotary (hunting) service or DID service. Such services must be provided to the end user either entirely by the Reseller or entirely by the Company.

R2.2.14 Branding for Operator Services and Directory Assistance Service Calls

A. The Company will brand operator services and directory service calls that are initiated from those services resold by the Reseller. Specifically, the Company will brand operator and directory assistance services with the Reseller's brand where the Reseller chooses not to require direct routing.

B. If for any reason, the Company finds that the regulation as set forth in A. preceding is not possible to implement for the Reseller, the Company shall revert to generic branding for all local exchange service providers, including the Company.

R2.2.15 Discount for Resold Services

A. A discount of 20.3 percent for residence accounts and 17.3 percent for business accounts will be applied to the rates and charges on each individual end user account except as set forth in R2.2.15.B. following. The discounts will be calculated at the individual end user level.

B. Discounts will not be applied to the following rates and charges associated with resold services:

-Federal subscriber line charges

(DELETED)

-Pass-through charges (e.g., E911, Telecommunications Relay Service)

-Interconnection of Mobile Services

-Taxes

-Short term promotions (offered or 90 days or less)

C. Discounts will not apply to the resellers own administration lines

(D)

BELLSOUTH
TELECOMMUNICATIONS, INC.
GEORGIA
ISSUED: March 7, 1997
BY: President - Georgia
Atlanta, Georgia

RESALE TARIFF

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EFFECTIVE: March 19, 1997

R2. GENERAL REGULATIONS**R2.3 Services Available for Resale**

The following services are available to OLECs for resale purposes at the percent discount set forth in R2.2.15 preceding.

R2.3.1 Services Available for Resale from the General Subscriber Service Tariff

- A2. Promotions
- A3. Basic Local Exchange Services
- A4. Service Charges
- A5. Charges Applicable Under Special Conditions
- A6. Directory Listings
- A7. Coin Telephone Service
- A8. Telephone Answering Service Facilities
- A9. Foreign Exchange Service and Foreign Central Office Service
- A10. Key and Push-button Telephone Service
- A11. Private Branch Exchange Service
- A12. Central Office Non-Transport Service Offerings
- A13. Miscellaneous Service Arrangements
- A14. Auxiliary Equipment
- A15. Connections of Terminal Equipment and Communications Systems
- A18. Long Distance Message Telecommunications Service
- A19. Wide Area Telecommunications Service
- A22. Customer Payment Plans
- A23. Sharing and Resale of Exchange Service
- A24. Emergency Reporting Services
- A29. Data Transport Service
- A30. Equipment for Disabled Customers
- A32. Integration Plus* Management Services (IPMS)
- A34. Advanced Intelligent Network (AIN) Services
- A35. Interconnection of Mobile Service
- A37. Billing and Collection Services
- A38. Listing Services
- A39. Abbreviated Dialing
- A40. Fast Packet Transport Services
- A42. Integrated Services Digital Network (ISDN)
- A100. Obsolete Service Offerings (includes the resale of Grandfathered Services to subscribers currently subscribing to that service which has been grandfathered)

R2.3.2 Services Available for Resale from the Private Line Service Tariff

- B2. Promotions
- B3. Channels
- B4. Equipment
- B5. Construction Charges
- B6. Dataphone® Digital Service
- B7. Digital Network Service
- B8. Custom Network Service

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R2. GENERAL REGULATIONS**R2.4 Definitions of Terms****CENTRAL OFFICE**

The term "Central Office" denotes a switching unit providing telephone service to the customers connected to them.

CLASS OF SERVICE

A description of telephone service furnished a subscriber in terms such as: grade of line, type of rate, character of use, etc. For example, a IFB (single party, flat rate, business line) is a Class of Service.

COMPANY

Wherever used in this Tariff or its headings, "Company" refers to BellSouth Telecommunications, Inc. unless the context clearly indicates otherwise.

CUSTOMER

The term "Customer" denotes the person, firm or corporation which orders service and is responsible for the payment of charges and compliance with Company regulations.

CUSTOMER OF RECORD

Entity responsible for placing an application for service; requesting additions, rearrangements, maintenance or discontinuance of service; and for payment in full of charges incurred such as toll, directory assistance, etc.

DEPOSIT

A deposit may be provided by a customer in the form of cash, surety bond, or bank letter of credit to be held by the Company to assure payment of an account.

DIRECTORY LISTING

The publication in the Company's directory and/or information records of information relative to a subscriber's telephone number, by which telephone users are enabled to ascertain the call number of a desired station.

END USER

The ultimate user of BellSouth or OLEC local exchange services.

EXCHANGE

The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange service area.

EXCHANGE SERVICE

The general telephone service rendered in accordance with Tariff provisions. Exchange service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this Tariff.

a. Flat Rate, Message Rate, and Measured Service

- (1) Flat Rate Service: A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.
- (2) Message Rate Service: A classification of noncoin box exchange service which is charged for on the basis of amount of use.
- (3) Measured Service: A classification of exchange service which is charged on the basis of a fixed local access line rate plus usage, as determined by the number of calls, the duration of the calls, the distance of the calls, and the time of day the calls are placed.

BELLSOUTH
TELECOMMUNICATIONS, INC.
GEORGIA
ISSUED: March 7, 1997
BY: President - Georgia
Atlanta, Georgia

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EFFECTIVE: March 19, 1997

R2. GENERAL REGULATIONS**R2.4 Definitions of Terms (Cont'd)****EXCHANGE SERVICE (Cont'd)****b. Individual and Party Line**

- (1) Individual Line Service: A classification of exchange service which provides that only one exchange access line shall be served by the line connecting such access line with the central office or other switching unit.
- (2) Party Line Service: A classification of exchange service which provides that two or more exchange access lines may be served by the same central office line. Party line service is further classified by the grade of line, as follows:
 - (3) Two-Party Line Service: The same central office line serving no more than two exchange access lines.
 - (4) Four-Party Line Service: The same central office line serving no more than four exchange access lines.
- c. Foreign Central Office Service: A classification of exchange service furnished to a subscriber in a multi-office exchange from a central office other than the one from which service would normally be furnished.
- d. Foreign Exchange Service: A classification of exchange service furnished to a subscriber from an exchange other than the one from which he would normally be served.
- e. TouchTone Calling Service: A classification of exchange service furnished from certain specified central offices whereby calls are originated through the use of push buttons in lieu of a rotary dial.

LOCAL SERVICE

A type of localized calling whereby a subscriber can complete calls from his station to other stations within a specified area without the payment of long distance charges.

OTHER LOCAL EXCHANGE COMPANY (OLEC)

The term "Other Local Exchange Company or OLEC" denotes a telecommunications service provider, other than the Company, authorized by the Georgia Public Service Commission to provide local exchange service within the Company's operating area in Georgia.

RESALE

An activity wherein a certificated Reseller subscribes to the telecommunications services of the Company and then offers those communications services to the public within their certificated service area.

RESALE SERVICE AREA

The area within which a Reseller may offer resold local exchange telecommunications services.

RESELLER

An OLEC who has obtained appropriate certification from the Georgia Public Service Commission and offers resold Company local exchange services within a resale service area.

SUBSCRIBER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of its tariff.

TELECOMMUNICATIONS SERVICES

The various services offered by the Company as specified in this Tariff.

AGREEMENT

This Agreement, which shall become effective as of the 1st day of July, 1998, is entered into by and between GTE Communications Corporation, ("GTECC"), a Delaware corporation, on behalf of itself and its successors and assigns, 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, under the current state of the law, 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, GTECC has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCIMetro dated June 3, 1997 for the state of Florida.

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

1. GTECC and BellSouth shall adopt in its entirety the BellSouth/MCIMetro Interconnection Agreement dated June 3, 1997 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 BellSouth/MCIMetro Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated by reference as if set forth fully herein.

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 3 of the BellSouth/MCIMetro Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 3 of the BellSouth/MCIMetro Interconnection Agreement, the effective date shall be June 3, 1997.

3. BellSouth shall provide and make available to GTECC a copy of all amendments to the BellSouth/MCIMetro Interconnection Agreement executed after the effective date of this Agreement no later than 30 days after execution of the amendment. GTECC, in its sole discretion, may accept or reject the amendment, and will notify BellSouth of its decision within 30 days of receipt of said amendment from BellSouth. If GTECC accepts the amendment, it shall

become effective and be deemed an amendment to this Agreement upon the date GTECC notifies BellSouth of its acceptance, notwithstanding that the Parties also shall reduce said amendment to a dated and signed writing in compliance with Section 28 of the BellSouth/MCIMetro Interconnection Agreement.

4. 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.

OLEC Account Team
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

and

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

and

GTE Communications Corporation

Director -- Contract Management
5221 N. O'Connor Boulevard
14th Floor
Irving, Texas 75039

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.

5. Nothing herein is intended nor shall be construed to prohibit the Parties from or restrict their ability to amend, upon the mutual agreement of the Parties or as provided under the Telecommunications Act of 1996, the BellSouth/MCIMetro Interconnection Agreement or any amendment attached thereto.

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

BellSouth Telecommunications, Inc.

GTE Communications Corporation

Original signed by Jerry Hendrix, Director

Original signed by Debra R. Covey

DATE July 2, 1998

DATE June 11, 1998

AMENDMENT ONE

This Amendment, which shall become effective as of the 21st day of September, 1998, is entered into by and between GTE Communications Corporation, ("GTECC"), a Delaware corporation on behalf of itself and its successors and assigns, 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, GTECC has requested that BellSouth make available the Amendment to the Interconnection Agreement executed between BellSouth and MCImetro Access Transmission Services, Inc. ("MCI") dated May 28, 1998, for the state of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Amendment, GTECC and BellSouth hereby agree as follows:

1. GTECC and BellSouth shall adopt in its entirety the BellSouth/MCI Amendment dated May 28, 1998, executed and approved by the appropriate state regulatory commission as of the date of the execution of this Amendment. The Amendment is attached hereto as Exhibit 1 and incorporated herein by this reference.

2. All other terms and conditions of the GTECC/BellSouth Agreement shall remain in full force and effect.

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

BellSouth Telecommunications, Inc.

GTE Communications Corporation

Original on File

Signature
Jerry Hendrix

Name
Director

Title
9/21/98

Date

Original on File

Signature
Kevin N. Snyder

Name
V.P. Market Solutions

Title
9/9/98

Date

**AMENDMENT ONE DATED MAY 28, 1998
TO
MCIIm/BELLSOUTH INTERCONNECTION AGREEMENT
DATED JUNE 19, 1997**

MCImetro Access Transmission Services, Inc. ("MCIIm") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the MCIIm/BellSouth Interconnection Agreement dated June 19, 1997 ("Interconnection Agreement") pursuant to the Order of the Florida Public Service Commission issued on April 29, 1998 which establishes the recurring and non-recurring rates for certain unbundled network elements (UNEs).

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

1. Based on the Order issued by the Florida Public Service Commission on April 29, 1998 in Docket No. 960757, 960833, 960846, the final rates for certain rate elements which were previously ordered as interim, pending filing of cost studies, were ordered by the Florida Public Service Commission. The rates as ordered are set forth in the Rate Tables attached hereto and incorporated herein as Exhibit A consisting of three pages delineating the recurring and non-recurring charges for:
 - a) Network Interface Device (NID) ;
 - b) 2 wire and 4-wire loop distribution;
 - c) 2-wire ADSL-compatible loop;
 - d) 2-wire and 4-wire HDSL-compatible loop;
 - e) Physical collocation;
 - f) Virtual collocation
 - g) Directory Assistance
 - h) Dedicated Transport;
 - i) 4-wire analog port

2. Attachment I of the Florida Interconnection Agreement is hereby amended to incorporate the final rates for those certain rate elements that were originally ordered as interim as set forth in Exhibit A of this Amendment.

3. All of the other provisions, including all other rates listed in Attachment I of the Florida Interconnection Agreement, dated June 19, 1997, shall remain in full force and effect.

4. Either or both of the Parties shall submit this Amendment to the Florida Public Service Commission on or before May 29, 1998 as ordered by the Florida Public

Service Commission. However, the Parties acknowledge that the terms and/or rates of this Amendment were established pursuant to the afore-referenced Order of the Florida Public Service Commission. Any or all of the terms or rates of this Amendment may be altered or abrogated by a successful challenge to the Amendment and/or the Order requiring the Amendment and/or any order approving this Amendment as permitted by applicable law. By signing this Amendment, neither Party waives any right to pursue such a challenge.

5. Either or both of the Parties shall submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**MCImetro Access Transmission
Services, Inc.**

BellSouth Telecommunications, Inc.

By: _____

By: _____

Name: Marcel Henry
Title: Regional Vice President

Name: Jerry D. Hendrix
Title: Director-Interconnection Services-
Pricing

Date: May 28, 1998

Date: _____

**BELLSOUTH/MCI RATES - FLORIDA
UNBUNDLED NETWORK ELEMENTS**

NIDs	
NID, per month	\$1.08
Installation of 2-Wire/4-Wire ALEC NID, NRC - 1st	\$70.32
Installation of 2-Wire/4-Wire ALEC NID, NRC - Add'l	\$54.35
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	\$6.15
LOOP, INCLUDING NID	
2-Wire Asymmetrical Dig Sub Line (ADSL)/Compatible Loop, per mo	\$15.81
NRC - 1 st	\$113.85
NRC - Add'l	\$99.61
2-Wire High Bit Rate Dig Sub Line (HDSL)/Compatible Loop, per mo	\$12.12
NRC - 1 st	\$113.85
NRC - Add'l	\$99.61
4-Wire High Bit Rate Dig Sub Line (HDSL)/Compatible Loop, per mo	\$18.24
NRC - 1 st	\$116.91
NRC - Add'l	\$101.71
SUB-LOOPS	
Loop Distribution per 2-Wire Analog VG Loop (Incl NID), per month	\$8.57
NRC - 1 st	\$78.29
NRC - Add'l	\$58.33
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	\$11.29
NRC - 1 st	\$112.07
NRC - Add'l	\$92.11
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
4-Wire Analog VG Port, per month	\$9.14
NRC - 1 st	\$5.86
NRC - Add'l	\$5.86
UNBUNDLED TRANSPORT	
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated DS1 Level Interoffice per mile per mo	\$0.6013
Interoffice Transport - Dedicated DS1 - facilities term per mo	\$101.61
NRC - 1 st	\$45.91
NRC - Add'l	\$44.18
Interoffice Transport - Local Channel DS1, per month	\$44.35
NRC - 1 st	\$246.50
NRC - Add'l	\$230.49
DIRECTORY ASSISTANCE SERVICES	
Directory Transport	
Directory Transport - Local Channel DS1, per month	\$43.64
NRC - 1 st	\$242.45
NRC - Add'l	\$226.44
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	\$0.6013
Directory Transport - Dedicated DS1 Level Interoffice per fac term per mo	\$99.79
NRC - 1 st	\$45.91
NRC - Add'l	\$44.18
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 st	\$332.42
NRC - Add'l	\$8.82

Physical Collocation Rates

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee/Planning Fee	Per Request	\$15.53	\$3,248
Space Preparation Fee	Per Request	NA	ICB
Space Construction			
Wire Cage	Per first 100 sq. Ft.	\$41.99	NA
Gypsum Board Cage	Per first 100 sq. Ft.	\$84.10	NA
Fire Rated Cage	Per first 100 sq. Ft.	\$99.73	NA
Wire Cage	Per add'l 50 sq. Ft.	\$4.14	NA
	Per add'l 50 sq. Ft.	\$9.35	NA
	Per add'l 50 sq. Ft.	\$11.30	NA
Floor Space/Land and Building	Per sq. Ft.	\$4.25	NA
Cable Installation	Per Cable	\$2.77	\$1,056
Cable Rack		\$22.94	NA
Power	Per Amp	\$6.95	NA
Cross Connects			
2-wire	Per 100 Circuits	\$5.24	\$1,157
4-wire	Per 100 Circuits	\$5.24	\$1,157
DS-1/DCS	Per 28 Circuits	\$226.39	\$1,950
DS-1/DSX	Per 28 Circuits	\$11.51	\$1,950
DS-3/DCS	Per Circuit	\$56.97	\$528
DS-3/DSX	Per Circuit	\$10.06	\$528
Optical Circuits	Per Connection	\$6.46	\$2,431
Security Escort			
Regular Time	Per ¼ hour	NA	\$10.89
Overtime	Per ¼ hour	NA	\$13.64
Premium Time	Per ¼ hour	NA	\$16.40
Security Access Cards	Per Request (5 Cards)	NA	\$85.12

Virtual Collocation Rates

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee/Planning Fee	Initial Request	NA	\$4,122
	Add'l Cable Request	NA	\$1,249
Floor Space/Land and Building	Per Sq. Ft.	\$4.25	NA
Cable Installation	Per Cable	\$12.45	\$965
Cable Rack	Per ¼ Rack	\$2.24	NA
Power	Per Amp	\$6.95	NA
Cross Connects			
2-Wire	Per 100 Circuits	\$5.02	\$1,157
4-Wire	Per 100 Circuits	\$5.02	\$1,157
DS-1-DCS	Per 28 Circuits	\$226.39	\$1,950
DS-1-DSX	Per 28 Circuits	\$11.51	\$1,950
DS-3-DCS	Per Circuit	\$56.97	\$528
DS-3-DSX	Per Circuit	\$10.06	\$528
Optical Circuits	Per Connection	\$6.71	\$2,431
Virtual to Virtual Connection			
Fiber	Per Cable	\$.19	\$526.17
DS-1/DS-3	Per Cable	\$.17	\$134.46
Equipment Maintenance and Security Escort			
Regular Time	Per ¼ hour	NA	\$10.89
Overtime	Per ¼ hour	NA	\$13.64
Premium Time	Per ¼ hour	NA	\$16.40