

Attachment 10

Bona Fide Request/New Business Request Process

Bona Fide Request/New Business Request Process

- 1.0 When applicable. Bona Fide Request/New Business Requests (“BFR/NBR”) are to be used when AT&T requests any Services and Elements not already provided in this Agreement or the process needed to provide the Services and Elements, which process is not provided in this Agreement, (collectively for purposes of this Attachment 10, “the Services”). AT&T may also utilize this process to make a request not already provided in this Agreement where said request does not constitute a request under the Telecommunications Act of 1996. This Attachment 10 does not apply to Section 9 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 1.1 Details required. A BFR/NBR shall be submitted in writing by AT&T and shall specifically identify: (i) the date requested for the Services; (ii) the Services requested; (iii) the associated technical requirements; (iv) space requirements; and (v) other specifications necessary to clearly define the request. If applicable, such a request also shall include AT&T's designation of the request as being an obligation of BellSouth pursuant to the Telecommunications Act of 1996.
- 1.2 AT&T cancellation. AT&T may cancel a BFR/NBR in writing at any time. BellSouth will then cease analysis of the request. If AT&T cancels a BFR/NBR after BellSouth has received AT&T's written "notice to proceed" as described in Section 1.6 of this Attachment 10, AT&T agrees to pay BellSouth the reasonable, demonstrable, and actual costs directly related to complying with AT&T's BFR/NBR up to the date of cancellation.
- 1.3 BellSouth acknowledgment. Within two (2) business days of receipt of a BFR/NBR, BellSouth shall acknowledge in writing its receipt and identify its single point of contact responsible for responding to the request and shall request any additional information needed to process the request. Notwithstanding the foregoing, BellSouth may reasonably request additional information from AT&T at any time during the processing of the BFR/NBR.
- 1.4 Preliminary analysis delivery. Unless otherwise agreed by both parties in writing, within thirty-five (35) calendar days of its receipt of a BFR/NBR, BellSouth shall either provide to AT&T a preliminary analysis of the BFR/NBR or notify AT&T that it needs more time to provide AT&T with its preliminary analysis, at which time AT&T and BellSouth will then determine a mutually agreeable date for delivery of the preliminary analysis.

- 1.5 Preliminary analysis details. The preliminary analysis will state whether BellSouth can meet AT&T's requirements and shall include BellSouth's proposed price plus or minus 25 percent ("the Preliminary Analysis Range") and the date the request can be met. If BellSouth cannot provide the Services by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet AT&T's requested date. The preliminary analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs, as defined in Section 1.7 below, necessary to complete AT&T's BFR/NBR. BellSouth also shall indicate in the preliminary analysis its agreement or disagreement with AT&T's designation of the request as an obligation under the Telecommunications Act of 1996. If BellSouth does not agree with AT&T's designation, it may use the dispute resolution process set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event, however, shall any dispute delay BellSouth's processing of the request.
- 1.6 Notice to proceed. After providing the preliminary analysis to AT&T, BellSouth shall proceed with AT&T's BFR/NBR upon receipt of AT&T's written "notice to proceed." This "notice to proceed" shall not be construed by BellSouth as a waiver of AT&T's right to invoke dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of AT&T's cancellation of a BFR/NBR, or the amount of development costs paid. All payments are subject to adjustment according to the outcome of the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event shall any dispute delay BellSouth proceeding with completing the BFR/NBR.
- 1.7 Development costs. Subject to the provision of Section 1.6 above, after receipt and review of BellSouth's preliminary analysis, if AT&T decides to proceed, AT&T agrees to pay the fixed amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR/NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. AT&T will begin processing the payment of development costs at the time it issues the written "notice

to proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.

- 1.8 Interim payment in the event of price dispute. In the event of a dispute over payments made by AT&T or requested by BellSouth, including development costs and any interim progress payment, upon BellSouth's written request, AT&T agrees to negotiate an interim lump sum progress payment to compensate BellSouth for its reasonable, demonstrable and actual costs incurred in processing AT&T's BFR/NBR. The interim lump sum progress payment shall be calculated by determining the average between BellSouth's proposed price and AT&T's estimate of the price for processing its BFR/NBR. AT&T agrees to pay 50% of this amount as the interim lump sum progress payment. If AT&T's proposed price is less than 50% of BellSouth's proposed price, the average shall be calculated by assuming that AT&T's price is exactly 50% of BellSouth's proposed price.
- 1.9 Firm quote delivery. As soon as possible, but in no event later than sixty-five (65) calendar days after receipt of the request, BellSouth shall provide AT&T with a firm BFR/NBR response that will include, at a minimum, the firm availability date, the installation intervals, a binding price quote, which shall not exceed the Preliminary Analysis Range, and a final detailed breakdown of all costs supporting the final price.
- 1.10 Acceptance or rejection of firm quote. Within thirty (30) calendar days after receipt of the firm BFR/NBR response from BellSouth, AT&T will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If BellSouth receives no response to the firm quote from AT&T within the thirty day time frame, BellSouth shall issue a written request for confirmation that AT&T does not wish to proceed with the BFR/NBR. If BellSouth receives no response from AT&T within five (5) calendar days of its written request for confirmation, BellSouth may consider the BFR/NBR canceled. BellSouth may recover any costs incurred to the extent permitted under the provision of Section 1.2 of this Attachment 10.
- 1.11 Pricing Principles. Unless AT&T agrees otherwise, all proposed prices shall be derived in accordance with the Act and any applicable Commission rules and regulations. Payments for Services purchased under a BFR/NBR will be made as specified in this Attachment 10, unless otherwise agreed to by AT&T.

- 1.12 Amendment. Upon AT&T's acceptance of the firm quote by BellSouth, the parties shall amend the Agreement to incorporate the Services contemplated by the BFR/NBR. The amendment shall include all pertinent rates, terms and conditions and shall be filed with the appropriate regulatory commission pursuant to the requirements of the Act.

ATTACHMENT 11

ACRONYMS

ACRONYM	DEFINITION
AAA	American Arbitration Association
AABS	Automated Alternate Billing System (AABS)
ACAC	Access Customer Advocate Center
ADA	Americans with Disabilities Act
ADSL	Asynchronous Digital Subscriber Line
ADUF	Access Daily Usage File
AIN	Advanced Intelligent Network
ALEC	Alternative Local Exchange Carrier
ALI/DMS	Automatic Location Identification/Data Management Systems
AMA	Automatic Message Accounting
AMI	Alternate Marked Inversion
ANI	Automatic Number Identification
ANSI	American National Standards Institute
ASPR	AT&T Security Policy and Requirements
ASR	Access Services Request
ASWC	AT&T Serving Wire Center
ATIS	Alliance for Telecommunications Industry Solutions
ATM	Asynchronous Transfer Mode
BACR	Billing Account Cross Reference
BAN	Billing Account Number
BAPCO	BellSouth Advertising and Publishing Company
BAR	Billing Account Reference
BFR/NBR	Bona Fide Request/New Business Request
BLV	Busy Line Verification
BLV/BLI	Busy Line Verification/Busy Line Interrupt
BLV/BLVI	Busy Line Verification/Busy Line Verification Interrupt
BLV/ELI	Busy Line Verification/Emergency Line Interrupt
BNS	Billed Number Screening
BOC	Bell Operating Company
BOS	Billing Output Specifications
BRI	Basic Rate ISDN
BSWC	BellSouth Serving Wire Center
CABS	Carrier Access Billing Systems
CAMA	Centralized Automatic Message Accounting
CARE	Customer Account Record Exchange
CATS	Calling Card and Third Number Settlement System
CATV	Cable Television
CBOS	CABS Billing Output Specifications
CCC	Clear Channel Capability
CCITT	Consultative Committee on International Telegraph & Telephone

CCL	Common Carrier Line
CCS	Common Channel Signaling
CCSAS	Common Channel Signaling Access Service
CCSNIS	Common Channel Signaling Network Interface Specification
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CI	Customer Interface
CIC	Carrier Identification Code
CF/B	Call Forward on Busy
CF-B/DA	Call Forward on Busy/Don't Answer
CF/DA	Call Forward Don't Answer
CFR	Code of Federal Regulations
CPN	Calling Party Number
CLASS	Custom Local Area Signaling Service
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CLLIC	Common Language Location Identifier Code
CLUB	Customized Large User Bill
CMDS	Centralized Message Distribution System
CMRS	Commercial Mobile Radio Service
CNAM	Calling Name Delivery Database Service
CO	Central Office
CPE	Customer Premises Equipment
CPR	CPR Institute for Dispute Resolution
CRIS	Customer Record Information System
CSA	Contract Service Arrangement
CSIQ	Customer Service Information Query
CSOTS	Customer Service Order Trouble System
CSR	Customer Service Record
CT	Common Transport
CY	Current Year
DA	Directory Assistance
DADAS	Direct Access to Directory Assistance Service
DADS	Directory Assistance Database Service
DB	Database
DCC	Data Communications Channel
DCS	Digital Cross-Connect System
DDD	Desired Due Date
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLR	Design Layout Record
DMOQs	Direct Measures of Quality
DN	Directory Numbers

DN-RI	Directory Number - Route Index
DS-0	Digital Signal Level Zero
DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DRAM	Digital Recorded Announcement Machine
DSLAM	Digital Subscriber Line Access Multiplexer
DSN	Data Set Name
DSX	Digital Cross Connect
DT	Dedicated Transport
DTMF	Dual-Tone Multi Frequency
DTN	Destination Telephone Number
E&M	Ear & Mouth Signaling
EAMF	Equal Access Multi-Frequency
EBAS	Enhanced Billing and Access Service
EBCDIC	Extended Binary-Coded Decimal Interchange Code
ECTA	Exchange Carrier Trouble Analysis
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
EFT	Electronic Funds Transfer
EI	Electronic Interface
EI	Emergency Interrupt
ELI	Emergency Line Interrupt
EMI	Exchange Message Interface
EMR	Exchange Message Record
EO	End Office
EODUF	Enhanced Optional Daily Usage File
E/O	Electrical to Optical
EPA	Environmental Protection Agency
ESF	Extended Super Frame
ESIT	Exchange Service Interconnection Traffic
ESP	Enhanced Service Provider
ETTR	Estimated Time to Repair
FB	Flat Rate Business Line
FCC	Federal Communications Commission
FDI	Feeder Distribution Interface
FGA	Feature Group A
FGB	Feature Group B
FGD	Feature Group D
FL	Foreign Listing
FOC	Firm Order Confirmation
FR	Flat Rate Residential Line
FRS	Functional Requirements Specification
FSPOI	Facilities Signaling Point of Interconnection
GSST	General Subscriber Services Tariff

GTT	Global Title Translation
HDSL	High-bit-rate Digital Subscriber Line
HFC	Hybrid Fiber Coax
HVAC	Heating/Ventilation/Air Conditioning
IAM	Initial Address Message
IBC	Initial Billing Company
ID	Remote Identifiers
IDLC	Integrated Digital Loop Carrier
IEEE	Institute of Electrical and Electronic Engineers
IITP	Internetwork Interoperability Test Plan
ILEC	Incumbent Local Exchange Carrier
INC	Industry Numbering Committee
INP	Interim Number Portability
IOF	Interoffice Facility
IP	Internet Protocol
IPP	Independent Payphone Provider
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISNI	Intermediate Signaling Network Identifier
ISP	Internet Service Provider
ISUP	Integrated Services User Part
ITU	International Telecommunications Union
IVS	Interactive Voice Subsystem
IVMS	Interswitch Voice Messaging Service
IXC	Interexchange Carrier
JIA	Joint Implementation Agreement
JIP	Jurisdiction Information Parameter
LATA	Local Access Transport Area
LCC	Line Class Code
LCSC	Local Carrier Service Center
LEC	Local Exchange Carrier
LENS	Local Exchange Navigation System
LERG	Local Exchange Routing Guide
LGX	Lightguide Cross-Connect
LIDB	Line Information Database
LNP	Local Number Portability
LPIC	Local (IntraLata) Primary Exchange Carrier
LRN	Local Routing Number
LRN-LNP	Local Routing Number-Local Number Portability
LRN-PNP	Local Routing Number-Permanent Number Portability
LSR	Local Service Request
LSSGR	LATA Switching Systems Generic Requirements
MDF	Main Distribution Frame
MDU	Multiple Dwelling Unit

MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
MF	Multi-Frequency
MLT	Mechanized Loop Tests
MPB	Meet-Point Billing
MPOE	Minimum Point of Entry
MRVT	MTP Routing Verification Test
MSAG	Master Street Address Guide
MTA	Multiple Tandem Access
MTP	Message Transfer Port
MTTR	Mean Time to Repair
MWI	Message Waiting Indicator
NANC	North American Numbering Council
NAV	Network Applications Vehicle
NC	Network Cable
NEBS	Network Equipment Building System
NEC	National Electrical Code
NECA	National Exchange Carrier Association
NESC	National Electrical Safety Code
NGDLC	Next Generation Digital Loop Carrier
NICS	Non-Intercompany Settlement System
NID	Network Interface Device
NIU	Network Interface Unit
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
NRC	Non-recurring Charge
NTW	Network Terminating Wire
NXX	Three-Digit Central Office Code (N=2-9, X=0-9)
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Ordering and Billing Forum
OC	Order Coordination
OC-TS	Order Coordination Time Specific
OC-N	Optical Circuit – (Number)
OCN	Operating Company Number
OSHA	Occupational Safety and Health Act
ODUF	Optional Daily Usage File
OLI	Originating Line Information
OMAP	Operations, Maintenance & Administration Part
ORT	Operational Readiness Test
OS	Operator Services
OSS	Operational Support Systems
OTS	Operator Transfer Service
PBX	Private Branch Exchange

PCBs	Polychlorinated biphenyls
PDH	Plesiochronous Digital Hierarchy
PIC	Primary Interexchange Carrier
PIN	Personal Identification Number
PIU	Percent Interstate Usage
PLU	Percent Local Usage
PNP	Permanent Number Portability
POI	Point of Interface
POI	Points of Interconnection
PON	Purchase Order Number
POP	Point of Presence
POT	Point of Termination
POTS	Plain Old Telephone Service
PSAP	Public Safety Answering Point
PSTN	Public Switched Telecommunications Network
PUC	Public Utilities Commission
RACF	Remote Access Call Forwarding
RAO	Revenue Accounting Office
RCF	Remote Call Forwarding
RCRA	Resource Conservation and Recovery Act
RI	Route Index
RIC	Residual Interconnection Charges
RI-PH	Route Index - Portability Hub
ROW	Right of Way
RSAG	Regional Street Address Guide
RSM	Remote Switch Module
RT	Remote Terminal
SAG	Street Address Guide
SBC	Subsequent Billing Company
SCCP	Signaling Connection Control Point
SCE	Service Creation Environment
SCE/SMS	Service Creation Environment and Service Management System
SCP	Service Control Points
SDH	Synchronous Digital Hierarchy
SEC LOC	Secondary Location
SECAB	Small Exchange Carrier Access Billing
SIC	Standard Industrial Code
SL1	Service Level One
SL2	Service Level Two
SMDI	Simplified Message Desk Interface
SMDI-E	Simplified Message Desk Interface - Enhanced
SMS	Service Management System
SONET	Synchronous Optical Network

SP	Signaling Point
SPID	Service Profile Identifier
SPNP	Service Provider Number Portability
SPNP-RCF	Service Provider Number Portability-Remote Call Forwarding
SPNP-LERG	Service Provider Number Portability-Local Exchange Routing Guide
SPNP-DID	Service Provider Number Portability-Direct Inward Dialing
SPNP-RI	Service Provider Number Portability-Route Indexing
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SRVT	SCCP Routing Verification Test
SS7	Signaling System 7
SSP	Switching Service Point
STP	Signaling Transfer Point
STPS	Signaling Transfer Point Switch
STS	Synchronous Transport Signal
SWA	Interexchange Carrier Switched Access
TAFI	Trouble Analysis Facilitation Interface
TAG	Telecommunications Access Gateway
TC	Transaction Code
TCAP	Transaction Capabilities Application Port
TELRIC	Total Element Long Run Incremental Cost
TGSR	Trunk Group Service Request
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TLN	Telephone Line Number
TNS	Transit Network Selection
TOPS	Traffic Operator Position System
TR	Technical Requirements
TS	Tandem Switching
TSGR	Transport System Generic Requirements
UCL	Unbundled Copper Loop
UDL	Unbundled Digital Loop
UDLC	Universal Digital Loop Carrier
UNE	Unbundled Network Element
USL	Unbundled Subloop
USLC	Unbundled Subloop Concentration System
USOC	Universal Service Order Code
UVL	Unbundled Voice-grade Loop
V&H	Vertical and Horizontal
WTN	Working Telephone Number
xDSL	Digital Subscriber Line

ATTACHMENT 12

NETWORK SECURITY

NETWORK SECURITY

1. **Network Security – Protection of Service and Property**
- 1.1 BellSouth agrees to take reasonable and prudent steps to ensure adequate protection of AT&T property located with BellSouth Premises including, but not limited to:
 - 1.1.1 Controlling all approved system and modem access through security servers. Access to, or connection with, a network element shall be established through a secure network or security gateway and/or firewall. Dial-up access to modems connected to network entry points must be protected by individual authentication of the user, e.g., via Network Access passwords, smart cards, tokens;
 - 1.1.2 A security software package will be used, or at a minimum, perform manual checks that monitor user and machine integrity and confidentiality, such as password assignment and aging, directory and permission configuration, and system accounting data; and
 - 1.1.3 Maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other party access or interface privileges. These records will include, but are not limited to, login identification, user request records, system configuration, time limits of user access or system interfaces.

Attachment 13
BAPCO AGREEMENT

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia Corporation ("BAPCO") and AT&T Communications of the Southern States, Inc., a New York corporation, and AT&T Communications of the South Central States, Inc., a Delaware corporation, and TCG Ohio (herein, collectively "AT&T") agree as follows:

1. **RECITALS.** BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S. (the "Directories"). AT&T provides local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and AT&T hereby establish the terms by which BAPCO will include listings of AT&T customers in such Directories and by which BAPCO will provide such Directories to AT&T customers. BAPCO agrees that it will provide to AT&T services that are at least equal in quality to those services provided to other telecommunications carriers generally, and consistent with BAPCO's internal standards.
2. **AUTHORITY.** BAPCO assumes the authority and agrees to perform the obligations delegated to it by its affiliate, BellSouth Telecommunications, Inc. ("BellSouth") in Section 20 of the General Terms and Conditions Interconnection Agreement dated _____ between AT&T and BellSouth.
3. **AT&T OBLIGATIONS.** AT&T agrees as follows:
 - (a) AT&T shall provide to BAPCO, or its designee, at AT&T's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO, including disconnect information, as set forth on Exhibit A for use by BAPCO or its affiliates or agents in publishing Directories. **BAPCO may not use AT&T subscriber listing information to include in any electronic directory without the written authorization of AT&T [OPEN BELLSOUTH].** Such customer listing information shall be provided in the format set forth in Exhibit A, or as otherwise mutually agreed between the parties from time to time.
 - (b) AT&T shall also provide directory delivery information to BAPCO, or its designee, as set forth in Exhibit A for all AT&T customers.
 - (c) AT&T shall advise BAPCO, or its designee, promptly of any directory-related inquiries, requests or complaints which it may receive from

AT&T customers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) AT&T shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by customers.

4. **BAPCO OBLIGATIONS.**

(a) BAPCO shall include at no charge to AT&T or AT&T's customers one standard listing for each AT&T customer per line or per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or unpublished status is designated by customers. Such listings shall be interfiled with the listings of other local exchange telephone company customers and otherwise published in the manner of such other listings in accordance with and subject to BAPCO's generally applicable publishing policies described in Section 5 below, without designation or differentiation as to the subscriber's exchange carrier.

(b) BAPCO shall publish additional listings, foreign listings and all other alphabetical Directory listings offered by BellSouth for AT&T customers upon their request, consistent with BAPCO's publishing policies described in Section 5 below, in BAPCO's alphabetical Directories. BAPCO shall publish all listings for all AT&T's customers in an identical manner and upon the same terms and conditions described in Section 5 below.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local AT&T customers on the same basis that BAPCO delivers Directories generally to BellSouth's, its affiliates or other CLEC's customers, and in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new AT&T service, if a current Directory for that geographic area has not previously been provided.

(d) BAPCO shall make available recycling services for Directories to AT&T customers under the same terms and conditions that BAPCO makes such services available to other BAPCO directory customers.

(e) BAPCO will include for AT&T, in the customer guide section of the Directory, **not less than a one-half page of information about AT&T services, including addresses and telephone numbers for AT&T customer service and AT&T's logo in the same manner as that included for all other carriers [OPEN BELLSOUTH]**, information relating to establishment of service, repair

and billing in the generic customer guide pages of its alphabetical Directories ~~in accordance with BAPCO's~~. AT&T will provide information requested by BAPCO for such purposes on a timely basis. Any change or modification to the content AT&T provides to BAPCO for inclusion in the customer guide section of the Directory shall be approved by AT&T in advance.

(f) BAPCO shall make available at no charge to AT&T or its customers one listing for each AT&T business customer's primary listing in one appropriate heading in the applicable local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's publishing policies as described in Section 5 below.

(g) BAPCO shall solicit, accept and publish directory advertising from business customers of AT&T in communities for which BAPCO publishes classified Directories in the same manner and upon the same terms as it solicits, accepts and publishes advertising from advertisers who are not AT&T customers. Except for customer information actually published in a Directory, BAPCO shall not use any customer information provided to it by AT&T for the solicitation of business for other carriers.

(h) BAPCO shall not provide listing information relating to AT&T customers to other local exchange service providers or independent directory publishers without AT&T approval, except as may be required in relation to this Agreement or as otherwise required by law.

5. **PUBLISHING POLICIES.** BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories. BAPCO shall periodically provide AT&T, with prompt and timely notice of changes to BAPCO's publishing policies that in BAPCO's judgment could reasonably be expected to affect AT&T's conduct and performance of its obligations under this Agreement that support BAPCO's publishing of listings for AT&T's customers. **Such periodic notice of changes shall be provided at least sixty (60) days before they become effective [OPEN BELLSOUTH].** Such policy updates shall include, without limitation, the subjects described in Exhibit B

6. **LIABILITY AND INDEMNITY.**

(a) AT&T agrees to defend, indemnify and hold harmless BAPCO from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees, arising out of or resulting from any error in or omission of any residential or business listing for customers of AT&T to the

extent such error or omission is caused by AT&T's failure to provide accurate customer information to BAPCO.

(b) BAPCO agrees to defend, indemnify and hold harmless AT&T from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees arising out of or resulting from: (i) any error in or omission of any paid advertising for customers of AT&T other than those errors caused by AT&T's failure to provide accurate customer information to BAPCO; provided, however, that BAPCO agrees that, where permitted by law, its advertising contracts with AT&T's customers shall limit liability of BAPCO and AT&T for errors and omissions to a rebate of advertising charges for the advertising containing the error or omission (inclusion of such limitation of AT&T's liability to be undertaken in BAPCO's normal course of business); or (ii) any error in or omission of any business listing for customers of AT&T to the extent such error or omission is caused by BAPCO's failure to publish correctly such customer information provided by AT&T; provided, however, that notwithstanding the foregoing, BAPCO's liability to AT&T for any claims relating to or arising from errors in or omissions of residential customers listings shall be limited to One Dollar (\$1.00) for each such claim.

(c) Except as provided above each party agrees to defend, indemnify and hold harmless the other from damages, claims, suits, losses or expenses, including without limitation reasonable costs and reasonable attorney's fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. Each party shall notify in writing the other promptly of any act or omission which may give rise to a claim hereunder, and of any claim or suit arising hereunder. Each party shall provide reasonable and timely cooperation in its resolution of any claim or lawsuit arising hereunder. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

(d) Notwithstanding anything in this Section 5 to the contrary, in no event shall either party be liable to the other or to any third party for any special, incidental or consequential damages or any loss of profits.

(e) AT&T agrees to include in any local service tariff it files a provision limiting its liability and that of BAPCO, for any claims relating to directory listings or advertisements, to the customers cost of local service or to the charge for any such listing, whichever is less.

7. **TERM.** This Agreement shall be effective on the date of the last signature hereto and shall remain in effect for a term of three years, concurrent with the

Interconnection Agreement dated _____ between AT&T and BellSouth, and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty (60) days prior written notice.

8. **ASSIGNMENT.** This Agreement shall be binding upon any successors or assigns of the parties during its term.

9. **RELATIONSHIP OF THE PARTIES.** This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

10. **NONDISCLOSURE**

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

11. **FORCE MAJEURE.** Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood,

With Copy to: Virginia C. Tate
Chief Commercial Attorney
Suite 8100
1200 Peachtree St., NE
Atlanta, GA 30309

14. **MISCELLANEOUS.** This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and / or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BellSouth Advertising &
Publishing Corporation

By: _____

Title: _____

Date: _____

AT&T Communications of
the Southern States, Inc. and
TCG Ohio

By: _____

Title: _____

Date: _____

AT&T Communications of the
South Central States, Inc. and
TCG Ohio

By: _____

Title: _____

Date: _____

EXHIBIT A

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

1. **Main Telephone Number**: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
2. **Published Telephone Number**: Telephone number to appear in the directory.
3. **Old Telephone Number**: If the number is changing, enter the OLD Telephone Number.
4. **Type of Directory Service**: Bus (Business) or Res (Residence)
5. **Order Type**: N – New connect order; D – Disconnect service order; C – Change of listings; R – Directory delivery only.
6. **Due Date**: Date that service is requested.
7. **Carrier name**: The name of the local exchange AT&T and operating company code.
8. **Carrier Number**: Operating Company Number.

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

9. **Listed Name**: The way the listing is to appear in the directory. (maximum 1000 characters – including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
10. **Listed Address**: Current address may include street number – street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
11. **Service Address**: Physical location of the telephone.
12. **Community Name**: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
13. **Zip code**: 5 or 9 character code.

14. **Yellow Pages Heading**: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
15. **Directory Name**: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

16. **Billing**: Name to appear on bill.
17. **Billing Address**: Street number, street name, city, state, zip.
18. **Contact Telephone Number**: Telephone number to contact regarding billing.
19. **Responsible Person**: Owner's name or partners' names or 2 corporate officers.
20. **Type of Ownership**: Sole owner; Partnership or Corporation.
21. **Tax ID Number or Social Security Number**: If sole owner, must have social security number.

DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

22. **Name**: Personal or business name.
23. **Delivery Address**: Street number, street name, city, state, zip code of where directories are to be delivered.
24. **Directory (Book ID)**: Bolt code of the directory/
25. **Number of books now**: for immediate delivery/replacement.
26. **Number of books annually**: 0-3 residence, 0-5 business, then negotiated.

REMARKS SECTION (As Required)

27. Remarks: Free flow field used by AT&T for any additional information.

Exhibit B

BAPCO Deliverables¹

Publication Schedules

BAPCO will provide to AT&T an **electronic [OPEN BELLSOUTH]** copy of the publication schedules for all directories within the areas served by the AT&T. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

Yellow Pages Headings

BAPCO will provide an electronic version of the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

Coverage Maps

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by AT&T.

Central Office Table

BAPCO will provide two electronic versions of what is called the ABC table. Version 1 of this report, identifies by NPA and in sequence by central office in which directory a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

Listing Specifications

¹ Information will be provided on disk on standard Microsoft Word Format or via Internet download.

BAPCO will provide a condensed electronic version of listing specifications reflecting the rules and regulations regarding listing appearance in both the white and yellow pages.

Abbreviation Table

BAPCO will provide an electronic copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

Foreign Directory Name Table

BAPCO will provide a list of all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

Customer Guide Pages Appearance Procedures

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a AT&T operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

[DISAGREE]

BST's Proposal: BST proposes to strike this Attachment in its entirety.

AT&T's Proposal: AT&T's proposal is attached

ATTACHMENT 14

ALTERNATIVE DISPUTE RESOLUTION

DISAGREE

TABLE OF CONTENTS

ALTERNATIVE DISPUTE RESOLUTION

1. Purpose 3

2. Exclusive Remedy 3

3. Informal Resolution of Disputes 3

4. Initiation of an Arbitration 4

5. Governing Rules for Arbitration 4

6. Appointment and Removal of Arbitrators for Non-Service-Affecting Disputes 4

7. Duties and Powers of the Arbitrators 5

8. Discovery and Proceedings 5

9. Resolution of Service-Affecting Disputes 6

10. Privileges 8

11. Location of Hearing 8

12. Decision 8

13. Fees 9

14. Confidentiality 9

15. Service of Process 9

ALTERNATIVE DISPUTE RESOLUTION

1. Purpose
- 1.1 Attachment 14 provides for the expeditious, economical, and equitable resolution of disputes between BellSouth and AT&T arising under this Agreement.
2. Exclusive Remedy
- 2.1 Negotiation and arbitration under the procedures provided herein shall be the exclusive remedy for all disputes between BellSouth and AT&T arising under or related to this Agreement including its breach, except for: (i) disputes arising pursuant to Attachment 6, Connectivity Billing; and (ii) disputes or matters for which the Telecommunications Act of 1996 specifies a particular remedy or procedure. Except as provided herein, BellSouth and AT&T hereby renounce all recourse to litigation and agree that the award of the arbitrators shall be final and subject to no judicial review, except on one or more of those grounds specified in the Federal Arbitration Act (9 USC §§ 1 et seq.), as amended, or any successor provision thereto. The exclusive remedy set forth in this Section shall in no way limit either Party's right to bring a claim in another forum arising under Federal or state laws or statutes, including but not limited to any antitrust claim. (AT&T 12/9/99)
- 2.1.1 If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.
- 2.1.2 If, for any reason, the Federal Communications Commission or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement or to any BellSouth tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Attachment 14, the following provisions shall apply:
 - 2.1.2.1 To the extent required by law, the agency ruling shall be binding upon the Parties for the limited purposes of regulation within the jurisdiction and authority of such agency.
 - 2.1.2.2 The arbitration ruling rendered pursuant to this Attachment 14 shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under this Agreement, and for all other purposes not expressly precluded by such agency ruling.
3. Informal Resolution of Disputes

- 3.1 The Parties to this Agreement shall submit any and all disputes between BellSouth and AT&T for resolution to an Inter-Company Review Board consisting of one representative from AT&T at the Director-or-above level and one representative from BellSouth at the Vice-President-or-above level (or at such lower level as each Party may designate).
- 3.2 The Parties may enter into a settlement of any dispute at any time.
4. Initiation of an Arbitration
 - 4.1 Except for Disputes Affecting Service, if the Inter-Company Review Board is unable to resolve the dispute within thirty (30) days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party may initiate an arbitration in accordance with the CPR Institute for Dispute Resolution ("CPR") Rules for Non-Administered Arbitration and business disputes ("the CPR Rules").
 - 4.2 If the Inter-Company Review Board provided for in Section 3 of this Attachment 14 is unable to resolve a Dispute Affecting Service within two (2) business days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party, may, through its representative on the Inter-Company Review Board, request arbitration of what in good faith is believed to be a Dispute Affecting Service in accordance with the requirements of Section 9 of this Attachment 14, with the consent of the other party, which consent shall not be unreasonably withheld. Any dispute not resolved in accordance with Section 9 of this Attachment 14 shall be resolved as if it were not a Dispute Affecting Service.
5. Governing Rules for Arbitration
 - 5.1 The rules set forth below and the CPR Rules shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the CPR Rules unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the CPR Rules, the rules set forth in this Attachment shall prevail.
6. Appointment and Removal of Arbitrators for the Disputes other than the Disputes Affecting Service Process
 - 6.1 Each arbitration conducted pursuant to this Section shall be conducted before a panel of three Arbitrators, each of whom shall meet the qualifications set forth herein. Each Arbitrator shall be impartial, shall not have been employed by or affiliated with any of the Parties hereto or any of their respective

Affiliates and shall possess substantial legal, accounting, telecommunications, business or other professional experience relevant to the issues in dispute in the arbitration as stated in the notice initiating such proceeding. The panel of arbitrators shall be selected as provided in the CPR Rules.

- 6.2 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.
- 6.3 In the event that an Arbitrator resigns, is removed pursuant to Section 6.2 of this Attachment 14, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.

7. Duties and Powers of the Arbitrators

- 7.1 The Arbitrators shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrators shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, specific performance of any obligation created under the Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrators may not: (i) award punitive damages; (ii) or any remedy rendered unavailable to the Parties pursuant to Section 10.3 of the General Terms and Conditions of the Agreement; or (iii) limit, expand, or otherwise modify the terms of this Agreement.

8. Discovery and Proceedings

- 8.1 BellSouth and AT&T shall attempt, in good faith, to agree on a plan for discovery. Should they fail to agree, either BellSouth or AT&T may request a joint meeting or conference call with the Arbitrators. The Arbitrators shall resolve any disputes between BellSouth and AT&T, and such resolution with respect to the scope, manner, and timing of discovery shall be final and binding.
- 8.2 The Parties shall facilitate the arbitration by: (i) making available to one another and to the Arbitrators, on as expedited a basis as is practicable, for examination, deposition, inspection and extraction all documents, books, records and personnel under their control if determined by the Arbitrators to

be relevant to the dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by the CPR Rules or by the Arbitrators for submission of evidence or briefs.

9. Resolution of Disputes Affecting Service

9.1 Purpose

9.1.1 This Section 9 describes the procedures for an expedited resolution of disputes between BellSouth and AT&T arising under this Agreement which directly affect the ability of a Party to provide uninterrupted, high quality services to its customers at the time of the dispute and which cannot be resolved using the procedures for informal resolution of disputes contained in this attachment of the Agreement.

9.2 Appointment and Removal of Arbitrator

9.2.1 A sole Arbitrator will preside over each dispute submitted for arbitration under this Section 9.

9.2.2 The Parties shall appoint three (3) Arbitrators who will serve for the term of this Agreement, unless removed pursuant to Section 9.2.3 of this Attachment 14. The appointment and the order in which Arbitrators shall preside over Disputes Affecting Service will be made by mutual agreement in writing within thirty (30) days after the Effective Date.

9.2.3 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.

9.2.4 In the event that an Arbitrator resigns, is removed pursuant to Section 9.2.3 of this Attachment 14, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the Arbitrator whose name appears next in the alphabet.

9.3 Initiation of Disputes Affecting Service Process.

9.3.1 A proceeding for arbitration under this Section 9 will be commenced by a Party ("Complaining Party") after following the process provided for in Section 4 of this Attachment 14 by filing a complaint with the Arbitrator and simultaneously providing a copy to the other Party ("Complaint").

- 9.3.2 Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Party which affect the Complaining Party's ability to offer a specific service (or group of related services) to its customers.
- 9.3.3 A Complaint may be in letter or memorandum form and must specifically describe the action or inaction of a Party in dispute and identify with particularity how the complaining Party's service to its customers is affected.
- 9.4 Response to Complaint
 - 9.4.1 A response to the Complaint must be filed within five (5) business days after service of the Complaint.
- 9.5 Reply to Complaint
 - 9.5.1 A reply is permitted to be filed by the Complaining Party within three (3) business days of service of the response. The reply must be limited to those matters raised in the response.
- 9.6 Discovery
 - 9.6.1 The Parties shall cooperate on discovery matters as provided in Section 8 of this Attachment 14, but following expedited procedures.
- 9.7 Hearing
 - 9.7.1 The Arbitrator will schedule a hearing on the Complaint to take place within twenty (20) business days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.
 - 9.7.2 The hearing will be limited to four (4) days, with each Party allocated no more than two (2) days, including cross examination by the other Party, to present its evidence and arguments. For extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.
 - 9.7.3 In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three (3) days prior to any scheduled hearing.
 - 9.7.4 Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three (3) days prior to commencement of

the hearing. The witness list will disclose the substance of each witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title and any other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing.

9.7.5 The Parties will make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.

9.7.6 Witnesses will testify under oath and a complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

9.8 Decision

9.8.1 The Arbitrator will issue and serve his or her decision on the Parties within five (5) business days of the close of the hearing or receipt of the hearing transcript, whichever is later.

9.8.2 The Parties agree to take the actions necessary to implement the decision of the Arbitrator immediately upon receipt of the decision.

10. Privileges

10.1 Although conformity to certain legal rules of evidence may not be necessary in connection arbitrations initiated pursuant to this Attachment, the Arbitrators shall, in all cases, apply the attorney-client privilege and the work product immunity.

10.2 At no time, for any purposes, may a Party introduce into evidence or inform the Arbitrators of any statement or other action of a Party in connection with negotiations between the Parties pursuant to the Informal Resolution of Disputes provision of this Attachment 14.

11. Location of Hearing

11.1 Unless both Parties agree otherwise, any hearing under this Attachment 14 shall take place in Atlanta, Georgia.

12. Decision

12.1 The Arbitrator(s) decision and award shall be final and binding, and shall be in writing unless the Parties mutually agree to waive the requirement of a written opinion. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision. Except for Disputes Affecting Service, the Arbitrators shall make their decision within ninety (90) days of the initiation of

proceedings pursuant to Section 4 of this Attachment, unless the Parties mutually agree otherwise.

13. Fees

13.1 The Arbitrator(s) fees and expenses that are directly related to a particular proceeding shall be paid by the losing Party. In cases where the Arbitrator(s) determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator(s) shall, in his or her discretion, apportion expenses to reflect the relative success of each Party. Those fees and expenses not directly related to a particular proceeding shall be shared equally. In the event that the Parties settle a dispute before the Arbitrator(s) reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator(s)' fees for the particular proceeding will be apportioned.

13.2 In an action to enforce or confirm a decision of the Arbitrator(s), the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses.

14. Confidentiality

14.1 BellSouth, AT&T, and the Arbitrator(s) will treat any arbitration proceeding, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.

14.2 In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator(s) shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

14.3 To the extent that any information or materials disclosed in the course of an arbitration proceeding contains proprietary or confidential information of either Party, it shall be safeguarded in accordance with Section 18 of the General Terms and Conditions of the Agreement. However, nothing in Section 18 of the General Terms and Conditions of the Agreement shall be construed to prevent either Party from disclosing the other Party's Information to the Arbitrator in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrators may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

15. Service of Process

15.1 Except as provided in Section 9.3.1 of this Attachment 14, service may be made by submitting one copy of all pleadings and attachments and any other

documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (i) upon receipt if delivered by hand; (ii) after three (3) business days if sent by first class U.S. mail; (iii) the next business day if sent by overnight courier service; or (iv) upon confirmed receipt if transmitted by facsimile. If service is by facsimile, a copy shall be sent the same day by hand delivery, first class U.S. mail, or overnight courier service.

- 15.2 Service by AT&T to BellSouth and by BellSouth to AT&T at the address designated for delivery of notices in this Agreement shall be deemed to be service to BellSouth or AT&T, respectfully.