

BELLSOUTH® / CLEC Agreement

Customer Name: EZ Phone, Inc.

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By and Between
BellSouth Telecommunications, Inc.
And
EZ Phone, Inc.

AGREEMENT

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

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

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

WHEREAS, EZ Phone has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the Southern States, Inc. ("AT&T") dated July 20, 2001 for the state of Kentucky.

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

1. EZ Phone and BellSouth shall adopt in its entirety, with the exception for those items identified in Paragraphs 2-18 following, the AT&T Interconnection Agreement dated July 20, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The AT&T Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Index & Adoption Title Page	2
Adoption Papers	10
Exhibit 1 - Title Page	1
Exhibit 1 - AT&T Agreement	465
Amendment dated 10/15/01	31
Amendment dated 04/18/02	56
Amendment dated 09/27/02	3
Amendment dated 10/23/02	54
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Exhibit 2 – Rights of Way	2
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Exhibit 4 – Rates	2

TOTAL	632
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2. The Parties hereby agree to delete Section 3.23 of Attachment 1 and replace with the new Section 3.23 following:

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

3. The Parties hereby agree to incorporate the following paragraphs in Attachment 3, Section 3.16 as follows:

3.16.2 Where EZ Phone does not choose access tandem interconnection at every BellSouth access tandem within a LATA, EZ Phone may utilize BellSouth’s multiple tandem access interconnection (MTA). To utilize MTA EZ Phone must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route EZ Phone’s originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. EZ Phone must also establish an interconnection trunk group(s) at all BellSouth access tandems where EZ Phone NXXs are homed as described in Section 1.2 above. If EZ Phone does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, EZ Phone can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate EZ Phone’s Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where EZ Phone does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth’s Ordering Guidelines.

3.16.2.1 EZ Phone may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to EZ Phone will be delivered to and from IXCs based on EZ Phone’s NXX access tandem homing arrangement as specified by EZ Phone in the LERG.

3.16.2.2 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

3.16.2.3 To the extent EZ Phone does not purchase MTA in a LATA served by multiple access tandems, EZ Phone must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent EZ Phone routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, EZ Phone shall pay BellSouth the associated MTA charges.

4. The Parties hereby agree to delete Section 5.3.1 of Attachment 3 and Section 5, 5.3.3, 5.3.3.1, 5.3.2, 5.3.3, 5.3.3.4, 5.3.4 and 5.3.5 of Attachment 3, as amended April 18, 2002 and replace with the new Section 5.3.1 - 5.3.9 as follows:

5.3.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

5.3.1.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

5.3.1.2 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

5.3.2.1 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service (EAS) exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

5.3.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and EZ Phone agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or EZ Phone that exceeds a 3:1 ratio of terminating to originating traffic on a state wide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and EZ Phone further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or EZ Phone that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

- 5.3.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
- 5.3.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Section 5.3.13 below and to Multiple Tandem Access as described in Section 3.16.2 above.
- 5.3.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 5.3.7 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.
- 5.3.7.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's End User's presubscribed interexchange carrier or if one Party's End User uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.
- 5.3.8 If EZ Phone assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to EZ Phone End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a EZ Phone customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, EZ Phone agrees to identify such interLATA traffic to BellSouth EZ Phone can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic and to compensate BellSouth for originating and transporting such interLATA traffic to EZ Phone at BellSouth's switched access tariff rates.
- 5.3.9 If EZ Phone does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole EZ Phone NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if EZ Phone can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

5. The Parties hereby agree to renumber Section 5.3.6, 5.3.7, 5.3.8 and 5.3.9 to Sections 5.3.10, 5.3.11, 5.3.12 and 5.3.13, respectively.

6. The Parties hereby agree to delete sections 5.3.10 - 5.3.11.1 of Attachment 3 as amended on April 18, 2002 and replace with the new Section 5.3.14, 5.3.15 and 5.3.15.1 as follows:

5.3.14 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g. 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic. If the BellSouth end user chooses EZ Phone as their presubscribed interexchange carrier, or if the BellSouth end user uses EZ Phone as an interexchange carrier on a 101XXXX basis, BellSouth will charge EZ Phone the appropriate BellSouth tariff charges for originating switched access services.

5.3.15 If EZ Phone assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to EZ Phone end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to an EZ Phone customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, EZ Phone agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to EZ Phone at BellSouth's switched access tariff rates.

5.3.15.1 If EZ Phone does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole EZ Phone NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if EZ Phone can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic or ISP Traffic.

7. The Parties hereby agree to incorporate the following paragraph in Attachment 4 as Section 6.13 as follows:

6.13 If any state or federal regulatory agency impose procedures or intervals applicable to EZ Phone that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set-forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

8 The Parties hereby agree to renumber Section 5.3.12 through 5.3.20 to Sections 5.3.16, 5.3.24, respectively.

9. The Parties hereby agree to delete Section 1.1.7.5 of Attachment 6 and replace with the new Section 1.1.7 following:

1.1.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment, material changes in EZ Phone's financial circumstances so warrant and/or gross monthly billing has increased significantly beyond the level initially used to determine the security deposit and/or file a Uniform Commercial Code (UCC- 1) security interest in EZ Phone's "accounts receivables and proceeds." In the event EZ Phone fails to remit to BellSouth any deposit requested pursuant to this Section, service to EZ Phone may be terminated in accordance with the terms of Section 1.17 of this Attachment, and any security deposits will be applied to EZ Phone's account(s).

10. The Parties hereby agree to delete Section 21 and 21.1 of General Terms and Conditions and add Section 17 to Attachment 4 as follows:

17. Insurance

17.1 EZ Phone shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

17.2 EZ Phone shall maintain the following specific coverage:

17.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

17.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

- 17.2.3 All Risk Property coverage on a full replacement cost basis insuring all of EZ Phone's real and personal property situated on or within BellSouth's Central Office location(s).
- 17.2.4 EZ Phone may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 17.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to EZ Phone to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 17.4 All policies purchased by EZ Phone shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Attachment or until all EZ Phone's property has been removed from BellSouth's Premises, whichever period is longer. If EZ Phone fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from EZ Phone.
- 17.5 EZ Phone shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. EZ Phone shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from EZ Phone's insurance company. EZ Phone shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 17.6 EZ Phone must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 17.7 Self-Insurance. If EZ Phone's net worth exceeds five hundred million dollars (\$500,000,000), EZ Phone may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 17.2.1 and 17.2.2. EZ Phone shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation

Space. BellSouth shall then review such audited financial statements and respond in writing to EZ Phone in the event that self-insurance status is not granted to EZ Phone. If BellSouth approves EZ Phone for self-insurance, EZ Phone shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of EZ Phone's corporate officers. The ability to self-insure shall continue so long as the EZ Phone meets all of the requirements of this Section. If EZ Phone subsequently no longer satisfies this Section, EZ Phone is required to purchase insurance as indicated by Sections 17.2.1 and 17.2.2.

- 17.8 The net worth requirements set forth in Section 17.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to EZ Phone to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 17.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

11. The Parties hereby agree to delete Attachment 8 in its entirety and replace with a new Attachment 8, attached hereto and incorporated herein as Exhibit 2.

12. The Parties hereby agree to delete Attachment 13 in its entirety.

13. The Parties hereby agree to delete the LIDB Storage Exhibit A of Attachment 6 and replace with the new Exhibit A to Attachment 6, attached hereto as Exhibit 3 and incorporated herein by this reference.

14. The Parties agree to delete the rates in ATT 1 & 3 and replace with new rates in Exhibit 4, attached hereto and incorporated herein by this reference.

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

16. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 2.1 of the AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the AT&T Interconnection Agreement, the effective date shall be July 20, 2001.

17. EZ Phone shall accept and incorporate any amendments to the AT&T Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

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

and

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

EZ Phone, Inc.

Ms. Cherie McGregor
P.O. Box 4656
Akron, OH 44310
cherie@ezphoneusa.com

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

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

BellSouth Telecommunications, Inc.

EZ Phone, Inc.

By: (Signature on File)

By: (Signature on File)

Name: Elizabeth R. A. Shiroishi

Name: Amy Topper

Title: Director

Title: Chief Financial Office

Date: 05-14-03

Date: 05-08-03

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

**LINE INFORMATION DATA BASE (LIDB)
FACILITIES BASED STORAGE AGREEMENT**

I. Definitions

- A. Billing number - a number that EZ Phone creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number that identifies a telephone line administered by EZ Phone.
- C. Special billing number - a ten-digit number that identifies a billing account established by EZ Phone.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by EZ Phone that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by EZ Phone.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by EZ Phone.
- J. Account Owner – name of the local exchange telecommunications company that is providing dialtone on a subscriber line.
- K. GetData – refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- L. Originating Line Number Screening (OLNS) – refers to the query service used to determine the billing, screening and call handling indicators, station type, and Account Owner provided to BellSouth by EZ Phone for originating line numbers.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of EZ Phone and pursuant to which BellSouth, its LIDB customers and EZ Phone shall have access to such information. In addition, this Agreement sets forth the terms and conditions for EZ Phone's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. EZ Phone understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of EZ Phone, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to EZ Phone's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

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

1. Billed Number Screening

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

2. Calling Card Validation

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

3. OLNS

BellSouth is authorized to provide originating line screening information for billing and services restrictions, station type, and Account Owner on the lines of EZ Phone from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the Account Owner and/or Regional Accounting Office information on the lines of EZ Phone indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to

numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify EZ Phone of fraud alerts so that EZ Phone may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by EZ Phone pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to EZ Phone for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers (B&C Customers) query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate EZ Phone's data from BellSouth's data, the following terms and conditions shall apply:

1. BellSouth will identify EZ Phone's end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement with interexchange carriers for handling of long distance charges by their end users.
2. BellSouth shall have no obligation to become involved in any disputes between EZ Phone and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to EZ Phone. It shall be the responsibility of EZ Phone and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

A. EZ Phone will not be charged a fee for storage services provided by BellSouth to EZ Phone as described in this LIDB Facilities Based Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by EZ Phone in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

RESALE DISCOUNTS AND RATES - Kentucky										Attachment: 1		Exhibit: E			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN
							First	Add'l	First	Add'l					
ODUF/EODUF SERVICES															
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message					0.0000136									
	ODUF: Message Processing, per message					0.002506									
	ODUF: Message Processing, per Magnetic Tape provisioned					35.90									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372									
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)														
	EODUF: Message Processing, per message					0.235889									

LOCAL INTERCONNECTION - Kentucky							Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)												
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.												
TANDEM SWITCHING												
	Tandem Switching Function Per MOU			OHD		0.0006772bk						
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006772						
	Tandem Intermediary Charge, per MOU*			OHD		0.0015						
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.												
TRUNK CHARGE												
	Installation Trunk Side Service - per DS0			OHD	TPP++		21.58bk	8.13bk				
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00						
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00						
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00						
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00						
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements												
COMMON TRANSPORT (Shared)												
	Common Transport - Per Mile, Per MOU			OHD		0.0000030bk						
	Common Transport - Facilities Termination Per MOU			OHD		0.0007466bk						
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.01bk						
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	29.11bk	47.34bk	31.78bk	22.77bk	8.75bk		
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0115bk						
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97bk	47.35bk	31.78bk	22.77bk	8.75bk		
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0115bk						
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97bk	47.35bk	31.78bk	22.77bk	8.75bk		
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23bk						
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04bk	105.52bk	98.46bk	23.09bk	20.49bk		
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97bk						
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1175.15bk	335.40bk	219.24bk	89.57bk	87.75bk		
LOCAL CHANNEL - DEDICATED TRANSPORT												
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.57bk	265.78bk	46.96bk	46.79bk	4.98bk		
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.86bk	266.48bk	47.65bk	47.54bk	5.73bk		
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46bk	209.6bk	176.51bk	30.21bk	21.07bk		
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05bk	551.38bk	338.08bk	173.00bk	120.42bk		
LOCAL INTERCONNECTION MID-SPAN MEET												
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.												
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00					
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00					
MULTIPLEXERS												
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04		
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59		
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08				
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.												