

BELLSOUTH® / CLEC Agreement

Customer Name: Tristar Communications

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By and Between
BellSouth Telecommunications, Inc.
And
Tristar Communications

AGREEMENT

This Agreement, which shall become effective as of April 1, 2000, is entered into by and between TriStar Communications, ("TriStar") 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, TriStar has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and KMC Telecom Holdings, Inc. dated October 6, 2000 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

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

1. TriStar and BellSouth shall adopt in its entirety, with the exception of those changes outlined below, the KMC Telecom Holdings, Inc. Interconnection Agreement ("KMC Agreement") dated October 6, 2000 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 KMC 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:

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2. The Parties agree to include the following Sections in Attachment 2 of the KMC Agreement.

- 7.1.3.1 Unbundled Local Switching, together with Common Transport and, if necessary, Tandem Switching, provides to TriStar local subscribers local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and a primary carrier for interLATA toll service.
- 7.1.3.2 Provided that TriStar purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an TriStar local end user, or originated by a BellSouth local end user and terminated to an TriStar local end user, or terminated to a BellSouth local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge TriStar the UNE elements for the BellSouth facilities

utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and TriStar shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

7.1.3.3 Where TriStar purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an TriStar end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge TriStar the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and TriStar shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

7.1.3.4 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill TriStar the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

3. The Parties mutually agree to include the following new Section in Attachment 2 of the KMC Agreement.

10.7.3.2 BellSouth shall bill, and Tristar shall pay, for all applicable usage elements associated with Loop/Port Combinations at the rates set forth in Exhibit A and as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site. If traffic that is terminated by either Party constitutes ISP-bound traffic as described in the FCC's Order on Remand and Report and Order in CC Docket No. 96-98 and 99-68 released April 27, 2001 ("ISP Order on Remand"), and the originating Party has paid the terminating Party the end office switching charge for terminating the call, then the originating Party may request a credit from the terminating Party for the end office switching element for such ISP-bound traffic. The Party requesting the credit shall provide such request in writing and shall provide detailed records illustrating that, in accordance with the FCC's ISP Order on Remand, the ratio of originating to terminating

locally dialed minutes of use on a state wide basis exceeds a 3:1 threshold. Such request and subsequent true-up, if needed, shall occur no more than semi-annually.

4. The Parties hereby mutually agree to delete in their entirety Sections 6.1.1, 6.1.2, 6.1.3 and all subsections of 6.1.3, and 6.1.4 of Attachment 3 of the KMC Agreement and to replace them with the following:

- 6.1.1 Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.
- 6.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.
- 6.1.2 ISP-bound Traffic is defined as calls to an Internet Service Provider or Information Service Provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction. Additionally, any traffic that is dialed by using a 7 or 10 digit local dialing pattern and is delivered to a Party under this Agreement in excess of a 3:1 ratio of terminating to originating traffic will be considered to be ISP-bound Traffic.
- 6.1.3 Pursuant to the FCC's Intercarrier Compensation for ISP – Bound Traffic, Order on Remand and Report and Order, CC Dkt. Nos. 96-98 and 99-68, FCC 01-31 (rel. April 27, 2001) ("ISP Remand Order"), BellSouth hereby elects upon the effective date of the ISP Remand Order, to take advantage of the price and rate caps contained in that Order. The Parties will compensate each other on a mutual and reciprocal basis for transport and termination of Local Traffic at the rates set forth in Exhibit A of Attachment 3 to this Agreement. The Parties will compensate each other on a bill and keep basis for transport and termination of ISP-bound Traffic.

6.1.4 The elemental rates set forth in Exhibit A of this Attachment shall apply for MTA described in 1.9 above and for Transit Traffic as described in Sections 6.10 and 6.10.1 below.

5. The Parties hereby mutually agree to delete in its entirety Section 15 of Attachment 2 of the KMC Agreement and to replace it with the following:

15. Dark Fiber Transport

15.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for TriStar to utilize Dark Fiber Transport.

15.2 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

15.3 Requirements

15.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

15.3.1.1 If TriStar's request for Dark Fiber is denied, upon written request of TriStar, subject to the requirements of nondisclosure and confidentiality set forth in the General Terms and Conditions of this Agreement, BellSouth will disclose the specific reasons for the denial. If TriStar disputes the availability of the Dark Fiber after receiving BellSouth's rationale, it may invoke the dispute resolution process set forth in the General Terms and Conditions.

15.3.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspersed to it, BellSouth will remove

such equipment at TriStar's request subject to time and materials charges.

- 15.3.3 TriStar is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.
- 15.3.4 BellSouth shall use its best efforts to provide to TriStar information regarding the location, availability and performance of Dark Fiber within ten (10) business days after receiving a request ("Service Inquiry") from TriStar ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to ninety (90) days after Confirmation, BellSouth shall hold such requested Dark Fiber for TriStar's use and may not allow any other party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the ninety-day period, the fiber will revert to BellSouth's Dark Fiber inventory.
- 15.3.5 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to TriStar within twenty (20) business days after TriStar submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable TriStar to connect or splice TriStar provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.
- 15.3.6 TriStar may splice at the end points and test Dark Fiber Transport obtained from BellSouth using TriStar or TriStar designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Transport. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

6. The Parties hereby mutually agree to incorporate the following Section 3.6 into Attachment 4 of the KMC Agreement:

- 3.6 Co-carrier cross connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will

permit TriStar to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross connect language. At no point in time shall TriStar use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.

- 3.6.1 The CCXC, shall be provisioned through facilities owned by TriStar. Such connections to other carriers may be made using either optical or electrical facilities. TriStar may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. TriStar may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. TriStar is responsible for ensuring the integrity of the signal.
- 3.6.2 TriStar shall be responsible for obtaining authorization from the other CLEC(s) involved. TriStar must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. TriStar-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, TriStar may have the option of constructing its own dedicated support structure.
- 3.6.3 To order CCXCs TriStar must submit an application or subsequent application. If no modification to the Collocation Space is requested other than the placement of CCXCs the Subsequent Application Fee for CCXC as defined in Exhibit C will apply. If modifications in addition to the placement of CCXCs are requested the normal Application or Subsequent Application Fee will apply.

7. The Parties hereby mutually agree to delete in its entirety Section 21.1 of General Terms and Conditions of the KMC Agreement and to replace it with the following Section 21.1:

- 21.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to TriStar any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252 in that respective state. The Parties shall adopt all rates, terms and conditions concerning such other

interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The rates, terms and conditions adopted by the Parties shall be effective as of the date the Agreement is amended. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

8. The Parties mutually agree to include the following new Section in Attachment 12 of the KMC Agreement:

11.0 Upon request, a service or product requested by another carrier through the BFR/NBR process shall be available pursuant to an amendment to TriStar on the same rates, terms and conditions as set forth in the other carrier's amendment for such service or product.

9. The Parties hereby mutually agree to delete in its entirety Section 10.7 of Attachment 2 of the KMC Agreement and to replace it with the following Section 10.7:

10.7 UNE Port/Loop Combinations

10.7.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

10.7.2 BellSouth shall make available Currently Combined and not Currently Combined UNE port/loop combinations.

10.7.3 Except as set forth in section 5.6.3 below, the rates at which BellSouth shall provide Currently Combined UNE port/loop combinations and not Currently Combined UNE

port/loop combinations in the states of Georgia and Tennessee shall be the cost-based rates in Exhibit C.

- 10.7.4 The rates at which BellSouth shall provide not Currently Combined UNE shall credit TriStar's billing account for dial around compensation. TriStar shall pass such compensation to the payphone service provider it serves.
- 10.7.5 When TriStar orders loop/port combinations, and identifies to BellSouth the type of telecommunications service it intends to deliver to its end user customer through that combination (e.g., POTS, ISDN), BellSouth will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that BellSouth provides through its own network to its local exchange service customers receiving equivalent service, unless TriStar desires a lesser or greater quality of performance that may be requested through the Bona Fide Request process. For example, loop/ port combinations ordered by TriStar for POTS service will include, without limitation, MLT testing, real time due date assignment, dispatch scheduling via the offered interfaces in attachment 6, service turn-up without interruption of customer service, and speed and quality of maintenance, at parity with BellSouth's delivery of service to its POTS customers served through equivalent BellSouth loop and switch ports. BellSouth will provide ordering, provisioning and maintenance services at parity with the same services BellSouth provides to its own end users or resold services as measured in Attachment 9 Performance Measures.
- 10.7.6 Combination Offerings
- 10.7.6.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 10.7.6.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common

transport facilities termination, tandem switching, and tandem trunk port.

- 10.7.6.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 10.7.6.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 10.7.6.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 10.7.6.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port..
- 10.7.6.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 10.7.6.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10. The Parties hereby mutually agree to delete in its entirety Section 5.2.1 of the General Terms and Conditions of the KMC Agreement and to replace it with the following Section 5.2.1:

- 5.2.1 Rates. So long as TriStar provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to TriStar one (1) primary White Pages listing per TriStar subscriber at no charge

other than applicable service order charges as set forth in Section A4 of the BellSouth General Subscriber Services Tariffs. These service order charges are applicable for resale services only. These service order charges are in addition to the OSS charges which are applicable for all services.

11. The Parties hereby mutually agree to delete in its entirety Attachment 7 of the KMC Agreement and to replace it with the new Attachment 7 which is attached hereto and incorporated herein by this reference.

12. In the event that TriStar 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 TriStar under this Agreement.

13 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 KMC Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the KMC Agreement, the effective date shall be October 6, 2000.

14. TriStar shall accept and incorporate any amendments to the KMC Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203
and

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

TriStar Communications

Mr. Elise Gross
3350 NW 22nd Terrace
Suite 1100B
Pompano Beach, Florida 33069

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.

TriStar Communications

On File
Signature

On File
Signature

Jerry Hendrix
Name

Elise Gross
Name

Assistant Vice President
Title

President
Title

8/13/02
Date

8/12/02
Date

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

1.1 **Billing.** BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that TriStar requests. BellSouth will bill and record in accordance with this Agreement those charges TriStar incurs as a result of TriStar purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. BellSouth's bills to TriStar for unbundled network elements and resold services purchased by TriStar shall include the item, quantity and price of such purchased services. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the Ordering and Billing Forum (OBF). Except as otherwise specified in the Agreement, the Parties agree that systems utilized for billing unbundled network elements and resold services shall be compliant with the most current policies and/or guidelines of the OBF. The Parties will work cooperatively to resolve adjustments or reconciliation arising from bill format issues.

1.1.1 For any service(s) BellSouth orders from TriStar, TriStar shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.1.3 BellSouth will bill TriStar in advance for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances.

1.1.4 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

1.1.5 BellSouth will not perform billing and collection services for TriStar as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

The Parties will be reasonable in working together to allow additional payment time for bills that are corrupt or distributed late (13 days past bill date). Bills are typically expected to be received by the billed Party within 6 days of the bill date. The billed Party will not contact the billing Party until 7 days after that time to initiate consideration for additional payment time. Additional payment time will

not be considered reasonable if the delay is caused by the delivery carrier, such as the U. S. Postal Service.

- 1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, TriStar will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA) and a tax exemption certificate, if applicable.
- 1.2.1 Payment Responsibility. Payment of all charges less disputed amounts as described in section 2 of this Attachment billed by one Party will be the responsibility of other Party. Each Party shall make payment to the other Party. Neither Party is responsible for payments not received by the other Party from the other Party's customer. Neither Party will become involved in billing disputes that may arise between the other Party and the other Party's customer. Payments made to each Party as payment on account will be credited to an accounts receivable master account as directed by the other Party at the time of payment and not to an end user's account.
- 1.3 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the billing Party. Payment shall be applied to billed Party's account on the date payment is received by the billing Party and not on the date that the payment is posted to billed Party's account. In the event payment is not applied to the billed Party's account on the date payment is received by the billing Party, any late fees assessed against such payment after the payment receipt date shall be credited.
- 1.3.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.5, below, shall apply.
- 1.4 Tax Exemption. Upon proof of tax exempt certification from TriStar, the total amount billed to TriStar will not include those taxes or fees for which the CLEC is exempt. Applicable taxes charged to TriStar will be credited, from the date the tax exemption certificate is received, where TriStar provides proof of tax exempt

certification. TriStar will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of TriStar.

- 1.5 Late Payment. If any portion of the payment is received by either Party after the payment due date as set forth preceding, or if any portion of the payment is received by either Party in funds that are not immediately available to the receiving Party, then a late payment charge shall be due to the receiving Party. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor or late payment interest rate plus any flat rate late payment fee as prescribed in the billing Party's tariffs and will be applied on a per bill basis. The late payment factor, late payment charge or late payment interest shall be as set forth in the following tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the BellSouth General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the BellSouth Private Line Service Tariff; for network elements and other services and local interconnection charges billed to TriStar, Section E2 of the BellSouth Intrastate Access Tariff, or for local interconnection charges billed to BellSouth, the Payment Arrangement Section of the applicable TriStar state tariff or 1.5% in North Carolina. The Parties shall assess interest and/or late payment charges on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs. The Parties will be charged a fee for all returned checks as set forth in Section A2 of the BellSouth General Subscriber Services Tariff for TriStar returned checks or the Payment Arrangement Section of the applicable TriStar state tariff or \$25.00 in North Carolina for BellSouth returned checks or pursuant to the applicable state law.
- 1.6 Discontinuing Service to TriStar. The procedures for discontinuing service to TriStar are as follows:
- 1.6.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services pursuant to the terms hereof, or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by TriStar of the rules and regulations contained in BellSouth's tariffs.
- 1.6.2 If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to TriStar that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to TriStar at the billing address to discontinue the provision of existing services to TriStar at any time thereafter.

- 1.6.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.6.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and TriStar's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to TriStar without further notice.
- 1.6.5 If payment is not received or reasonably satisfactory arrangements made for payment by the date given in the written notification, TriStar's services will be discontinued. Upon discontinuance of service on TriStar's account, service to TriStar's end users will be denied. BellSouth will reestablish service at the request of the end user or TriStar for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. TriStar is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.7 Deposit Policy. When purchasing services from BellSouth, TriStar will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release TriStar from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security in a non discriminatory manner. Upon request of TriStar, BellSouth will review the circumstances upon which BellSouth has based the level of security and, if the circumstances so warrant, BellSouth will reduce the security provided by TriStar and, if the security is in the form of cash then a refund of the difference will be credited to TriStar's next bill. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event that a cash security deposit exceeds two months' estimated billing, BellSouth will lower the cash security deposit such that it no longer exceeds two months' estimated billing and refund the difference to TriStar by way of a credit to TriStar's next bill. In the event TriStar fails to remit to BellSouth any deposit requested pursuant to this Section, service to TriStar may be terminated in accordance with the terms of Section 1.6 of this Attachment, and any security deposits will be applied to TriStar's account(s).

1.8 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, to rejection of additional orders from TriStar and to disconnection of services for nonpayment of charges, shall be forwarded to Finance Department, TriStar, 6805 Route 202, New Hope, PA 18938, (215) 862-1960 (facsimile) or to the individual and/or address subsequently provided by TriStar as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, a final notice of disconnection of services purchased by TriStar under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

1.9 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment.

2. BILLING DISPUTES

2.1 Billing disputes shall be handled pursuant to the terms of this section.

Each Party agrees to notify the other Party in writing within a reasonable time upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

2.1.1 If the dispute is not resolved within sixty (60) days of the dispute date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.

2.1.2 If the dispute is not resolved within ninety (90) days of the dispute date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

2.1.3 If the dispute is not resolved within one hundred and twenty (120) days of the dispute date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

2.1.4 If the dispute is not resolved within one hundred and fifty (150) days of the dispute date, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.1.5 For purposes of this Section 2, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's

payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligations to pay such amount or to seek a refund of any amount paid, in accordance with this Attachment. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make payment of any of the disputed amount owed to the billing Party by the next bill date or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party by the next bill date upon resolution of the dispute.

- 2.2 In the event disputed charges are resolved in favor of the billed Party, the billed Party will receive credit for any late payment charge and/or late payment interest amounts assessed in connection with such disputed charges.

3. RAO HOSTING

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to TriStar by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 TriStar shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Compensation amounts, if applicable, will be billed by BellSouth to TriStar on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 TriStar must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from TriStar to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of TriStar and will coordinate all associated conversion activities.
- 3.5 BellSouth will receive messages from TriStar that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from TriStar.
- 3.7 All data received from TriStar that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 3.8 All data received from TriStar that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by TriStar and will forward them to TriStar on a daily basis.
- 3.10 Transmission of message data between BellSouth and TriStar will be via CONNECT:Direct.
- 3.11 All messages and related data exchanged between BellSouth and TriStar will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 3.12 TriStar will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for TriStar to send data to BellSouth more than sixty (60) days past the message date(s), TriStar will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and TriStar to notify all affected Parties.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or TriStar) identified and agreed to, the company responsible for creating the data (BellSouth or TriStar) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the

responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from TriStar, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify TriStar of the error condition. TriStar will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, TriStar will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide TriStar with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 3.18 RAO Compensation
- 3.18.1 Rates for message distribution service provided by BellSouth for TriStar are as set forth in Exhibit A to this Attachment.
- 3.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- 3.18.3 Data circuits (private line or dial-up) will be required between BellSouth and TriStar for the purpose of data transmission. Where a dedicated line is required, TriStar will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TriStar will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to TriStar. Additionally, all message toll charges associated with the use of the dial circuit by TriStar will be the responsibility of TriStar. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 3.18.4 All equipment, including modems and software, that is required on the TriStar end for the purpose of data transmission will be the responsibility of TriStar.
- 3.19 Intercompany Settlements Messages
- 3.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by TriStar as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that

originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between TriStar and the involved company(ies), unless that company is participating in NICS.

- 3.19.2 Both traffic that originates outside the BellSouth region by TriStar and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by TriStar, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by TriStar, involves a company other than TriStar, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.19.3 Once TriStar is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 3.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of TriStar. BellSouth will distribute copies of these reports to TriStar on a monthly basis.
- 3.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of TriStar. BellSouth will distribute copies of these reports to TriStar on a monthly basis.
- 3.19.6 BellSouth will collect the revenue earned by TriStar from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of TriStar. BellSouth will remit the revenue billed by TriStar to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on TriStar. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to TriStar via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.19.7 BellSouth will collect the revenue earned by TriStar within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of TriStar. BellSouth will remit the revenue billed by TriStar within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to TriStar via a monthly CABS miscellaneous bill.
- 3.19.8 BellSouth and TriStar agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 Upon written request from TriStar, BellSouth will provide the Optional Daily Usage File (ODUF) service to TriStar pursuant to the terms and conditions set forth in this section.
- 4.2 TriStar shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a TriStar customer.
- 4.4 Charges for delivery of the ODUF will appear on TriStars' monthly bills. The charges are as set forth in Exhibit A to this Attachment. The following charges would apply:
- 4.4.1 ODUF: Message Processing, per Magnetic Tape provisioned or ODUF: Data Transmission (CONNECT:DIRECT), per message depending on the distribution method chosen by TriStar;
- 4.4.2 ODUF: Message Processing, per message element will be charged for billable messages in the ODUF file; and/or,
- 4.4.3 ODUF: Recording, per message and ODUF: Message Processing, per message for Operator Services/Directory Assistance messages should TriStar record its own call detail for billing but contract with BellSouth to provide Operator Services/Directory Assistance service.
- 4.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of TriStar will be the responsibility of TriStar. If, however, TriStar should encounter significant volumes of errored messages that prevent processing by TriStar within its systems, BellSouth will work with TriStar to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the Optional Daily Usage Feed.
- 4.7.1 **USAGE TO BE TRANSMITTED**
- 4.7.1.1 The following messages recorded by BellSouth will be transmitted to TriStar:
- Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)

- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

4.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to TriStar.

4.7.1.4 In the event that TriStar detects a duplicate on ODUF they receive from BellSouth, TriStar will drop the duplicate message (TriStar will not return the duplicate to BellSouth).

4.7.2 **PHYSICAL FILE CHARACTERISTICS**

4.7.2.1 ODUF will be distributed to TriStar via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and TriStar for the purpose of data transmission. Where a dedicated line is required, TriStar will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TriStar will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will

be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to TriStar. Additionally, all message toll charges associated with the use of the dial circuit by TriStar will be the responsibility of TriStar. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on TriStar's end for the purpose of data transmission will be the responsibility of TriStar.

4.7.3 **PACKING SPECIFICATIONS**

4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to TriStar which BellSouth RAO that is sending the message. BellSouth and TriStar will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by TriStar and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 **PACK REJECTION**

4.7.4.1 TriStar will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. TriStar will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to TriStar by BellSouth.

4.7.5 **CONTROL DATA**

4.7.5.1 TriStar will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate TriStar received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by TriStar for reasons stated in the above section.

4.7.6 **TESTING**

4.7.6.1 Upon request from TriStar, BellSouth shall send test files to TriStar for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that TriStar set up a production (LIVE) file. The live test may consist of TriStar's employees making test calls for the types of services TriStar requests on ODUF. These test calls are logged by

TriStar, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. ACCESS DAILY USAGE FILE

5.1 Upon written request from TriStar, BellSouth will provide the Access Daily Usage File (ADUF) service to TriStar pursuant to the terms and conditions set forth in this section.

5.2 TriStar shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that TriStar has purchased from BellSouth

5.4 Charges for delivery of ADUF will appear on TriStar's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

5.5 Messages that error in the billing system of TriStar will be the responsibility of TriStar. If, however, TriStar should encounter significant volumes of errored messages that prevent processing by TriStar within its systems, BellSouth will work with TriStar to determine the source of the errors and the appropriate resolution.

5.6 USAGE TO BE TRANSMITTED

5.6.1 The following messages recorded by BellSouth will be transmitted to TriStar:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 When TriStar purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

5.6.2.1 Originating from Network Element and carried by Interexchange Carrier:

5.6.2.1.1 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.

5.6.2.2 Originating from network element and carried by BellSouth (TriStar is BellSouth's toll customer).

5.6.2.3 Terminating on network element and carried by Interexchange Carrier:

5.6.2.3.1 BellSouth will bill network element to TriStar and send access record to TriStar.

5.6.2.4 Terminating on network element and carried by BellSouth:

5.6.2.4.1 BellSouth will bill network element to TriStar and send access record to TriStar.

5.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to TriStar.

5.6.4 In the event that TriStar detects a duplicate on ADUF they receive from BellSouth, TriStar will drop the duplicate message (TriStar will not return the duplicate to BellSouth.)

5.6.5 **PHYSICAL FILE CHARACTERISTICS**

5.6.5.1 ADUF will be distributed to TriStar via CONNECT:Direct. The Access Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.5.2 Data circuits (private line or dial-up) will be required between BellSouth and TriStar for the purpose of data transmission. Where a dedicated line is required, TriStar will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TriStar will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to TriStar. Additionally, all message toll charges associated with the use of the dial circuit by TriStar will be the responsibility of TriStar. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on TriStar's end for the purpose of data transmission will be the responsibility of TriStar.

5.6.6 **PACKING SPECIFICATIONS**

5.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to TriStar which BellSouth RAO is sending the message. BellSouth and TriStar will use the invoice sequencing to

control data exchange. BellSouth will be notified of sequence failures identified by TriStar and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.7 PACK REJECTION

5.6.7.1 TriStar will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. TriStar will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to TriStar by BellSouth.

5.6.8 CONTROL DATA

5.6.8.1 TriStar will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate TriStar received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by TriStar for reasons stated in the above section.

5.6.9 Testing

5.6.9.1 Upon request from TriStar, BellSouth shall send a test file of generic data to TriStar via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

7. ENHANCED OPTIONAL DAILY USAGE FILE

7.1 Upon written request from TriStar, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to TriStar pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

7.2 TriStar shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the TriStar's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

7.5 Messages that error in the billing system of TriStar will be the responsibility of TriStar. If, however, TriStar should encounter significant volumes of errored messages that prevent processing by TriStar within its systems, BellSouth will work with TriStar to determine the source of the errors and the appropriate resolution.

7.7 The following specifications shall apply to the Optional Daily Usage File feed.

7.6.1 USAGE TO BE TRANSMITTED

7.6.1.1 The following messages recorded by BellSouth will be transmitted to TriStar: Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to TriStar.

7.6.1.3 In the event that TriStar detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, TriStar will drop the duplicate message (TriStar will not return the duplicate to BellSouth).

7.6.2 PHYSICAL FILE CHARACTERISTICS

7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to TriStar over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among TriStar's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus

modules). It will be created on a daily basis (Monday through Friday except holidays).

- 7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and TriStar for the purpose of data transmission. Where a dedicated line is required, TriStar will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TriStar will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to TriStar. Additionally, all message toll charges associated with the use of the dial circuit by TriStar will be the responsibility of TriStar. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on TriStar's end for the purpose of data transmission will be the responsibility of TriStar.

7.6.3 PACKING SPECIFICATIONS

- 7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to TriStar which BellSouth RAO that is sending the message. BellSouth and TriStar will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by TriStar and resend the data as appropriate.

The data will be packed using ATIS EMI records.

ODUF/ADUF/CMDS - Alabama											Attachment: 7		Exhibit: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Rec	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						
														Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)	
ODUF/ADUF/CMDS																			
ACCESS DAILY USAGE FILE (ADUF)																			
	ADUF: Message Processing, per message				N/A	0.004													
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001													
OPTIONAL DAILY USAGE FILE (ODUF)																			
	ODUF: Recording, per message				N/A	0.0002													
	ODUF: Message Processing, per message				N/A	0.0033													
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	55.19													
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00004													
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																			
	CMDS: Message Processing, per message				N/A	0.004													
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001													

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

ODUF/ADUF/CMDS - Florida										Attachment: 7		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		
						Rec	Nonrecurring							Nonrecurring Disconnect	OSS Rates(\$)
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.014391									
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012973									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000071									
	ODUF: Message Processing, per message				N/A	0.006835									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.96									
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010811									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

ODUF/ADUF/CMDS - Georgia										Attachment: 7		Exhibit: A											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)											
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN						
ODUF/ADUF/CMDS																							
ACCESS DAILY USAGE FILE (ADUF)																							
	ADUF: Message Processing, per message				N/A	0.0136327																	
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434																	
OPTIONAL DAILY USAGE FILE (ODUF)																							
	ODUF: Recording, per message				N/A	0.0001275																	
	ODUF: Message Processing, per message				N/A	0.0082548																	
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	28.85																	
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434																	
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																							
	CMDS: Message Processing, per message				N/A	0.004																	
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001																	
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																							

ODUF/ADUF/CMDS - Kentucky											Attachment: 7		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	
															Rec
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.001857									
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001245									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000136									
	ODUF: Message Processing, per message				N/A	0.002506									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.90									
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010372									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

ODUF/ADUF/CMDS - Louisiana										Attachment: 7		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										
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
ODUF/ADUF/CMDS																						
ACCESS DAILY USAGE FILE (ADUF)																						
	ADUF: Message Processing, per message				N/A	0.007983																
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012681																
OPTIONAL DAILY USAGE FILE (ODUF)																						
	ODUF: Recording, per message				N/A	0.0000117																
	ODUF: Message Processing, per message				N/A	0.004641																
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.45																
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010568																
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																						
	CMDS: Message Processing, per message				N/A	0.004																
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001																

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

ODUF/ADUF/CMDS - Mississippi										Attachment: 7		Exhibit: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
ACCESS DAILY USAGE FILE (ADUF)																	
	ADUF: Message Processing, per message				N/A	0.008087											
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012803											
OPTIONAL DAILY USAGE FILE (ODUF)																	
	ODUF: Recording, per message				N/A	0.0000063											
	ODUF: Message Processing, per message				N/A	0.004707											
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	49.04											
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010669											
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
	CMDS: Message Processing, per message				N/A	0.004											
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

ODUF/ADUF/CMDS - North Carolina										Attachment: 7		Exhibit: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Rec	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	OSS Rates(\$)										
														Nonrecurring		Nonrecurring Disconnect		SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
														First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
ODUF/ADUF/CMDS																								
ACCESS DAILY USAGE FILE (ADUF)																								
	ADUF: Message Processing, per message				N/A	0.004																		
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001																		
OPTIONAL DAILY USAGE FILE (ODUF)																								
	ODUF: Recording, per message				N/A	0.0003																		
	ODUF: Message Processing, per message				N/A	0.0032																		
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	54.61																		
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0004																		
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																								
	CMDS: Message Processing, per message				N/A	0.004																		
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001																		

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

ODUF/ADUF/CMDS - South Carolina											Attachment: 7		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	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.008061										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00013036										
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.0000216										
	ODUF: Message Processing, per message				N/A	0.004704										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.87										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010863										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

ODUF/ADUF/CMDS - Tennessee											Attachment: 7		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
						Rec	Nonrecurring First	Add'l	Nonrecurring First						
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.004									
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.0000044									
	ODUF: Message Processing, per message				N/A	0.0027366									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	52.75									
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000339									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message				N/A	0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															