

AGREEMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, INC.

AND

ICG TELECOM GROUP, INC.

EFFECTIVE DATE: JANUARY 31, 1997

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AGREEMENT

This Agreement is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ICG Telecom Group, Inc. ("ICG"), a Colorado corporation and shall be deemed effective as of January 31, 1997. This Agreement may refer to either BellSouth or ICG or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, ICG is an alternative local exchange company ("ALEC") that is or that may become authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their respective obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ICG agree as follows:

I. Definitions

A. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized and Effective rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

B. "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

C. "Affiliate" is as defined in the Act.

D. "Switched Access Meet Point Billing" is as defined and described in this Agreement.

E. "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized and Effective rules and regulations of the FCC or the Commission.

F. "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized and Effective rules and regulations of the FCC or the Commission.

G. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

H. "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

I. "Bona Fide Request" means the process described on Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide an Interconnection or Network Element not otherwise provided by the terms of this Agreement.

J. "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.

K. "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

1. "End Office Switches" which are used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and
2. "Tandem Office Switches" or "Tandems" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

L. "CCS" means one hundred (100) call seconds.

M. "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

N. "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to an occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation may be "physical" or "virtual." In "Physical Collocation,"

the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

O. "Commission" is defined as the appropriate regulatory agency in each of the states in BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

P. "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high speed data link rather than on a per trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

Q. "Cross Connection" means an intra-Wire Center channel connecting separate pieces of telecommunications equipment including a channel between separate collocation facilities.

R. "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

S. "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to place local calls to Telephone Exchange Service Customers of another LEC, without the use of any access code and with no unreasonable dialing delay.

T. "Digital Signal Level" means one of several transmission rates in the time division multiplex hierarchy.

U. "Digital Signal Level 0" or "DS0" means the 64 kbps zero level signal in the time division multiplex hierarchy.

V. "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first level signal in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

W. "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third level in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

X. "Effective," when used with reference to rules, regulations, or orders of the FCC or of a state Commission, means in effect and not stayed by the issuing agency or a reviewing court as of a given time during the term of this Agreement. In the event that any rule, regulation,

or order ceases to be Effective, any change in the provisions of this Agreement or the practices of the parties resulting from such rule, regulation, or order shall revert to the provision or practice in effect prior to such rule, regulation, or order becoming Effective.

Y. "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

Z. "Exchange Access" is As Defined in the Act.

AA. "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

BB. "FCC" means the Federal Communications Commission.

CC. "Fiber Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

DD. "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octel ("3B1O").

EE. "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

FF. "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

GG. "Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level without demultiplexing of the signal down to individual circuits outside the switch.

HH. "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end to end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface ISDN (BRI/ISDN) provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D).

II. "Interconnection" is As Described in the Act.

JJ. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

KK. "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

LL. "InterLATA" is As Defined in the Act.

MM. "Intermediary Function" is defined as the delivery of local traffic from or to a local exchange carrier other than BellSouth; an ALEC other than ICG; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ICG to or from an end user of BellSouth or ICG.

NN. "IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic calls.

OO. "Local Access and Transport Area" or "LATA" is As Defined in the Act.

PP. "Local Exchange Carrier" or "LEC" is As Defined in the Act.

QQ. "Local Interconnection" includes 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; 2) the unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability, sometimes referred to as temporary telephone number portability, to be implemented pursuant to the terms of this Agreement.

RR. "Local Loop Transmission" "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Central Office which serves the Customer. Loops are defined by the electrical interface rather than the type of facility (e.g., 2-wire or 4-wire) used.

SS. "Local Traffic" is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or an associated Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

TT. "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

UU. "Main Distribution Frame" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

VV. "Meet Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to in the Agreement for Switched Access Meet Point Billing.

WW. "Multiple Exchange Carrier Access Billing" ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

XX. "Network Element" is As Defined in the Act.

YY. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10 digit number that consists of a 3 digit NPA code (commonly referred to as the area code), followed by a 3 digit NXX code and 4 digit line number.

ZZ. "Number Portability" is As Defined in the Act.

AAA. "NXX" means the three digit code which appears as the first three digits of a seven digit telephone number.

BBB. "Party" means either BellSouth or ICG, and "Parties" means BellSouth and ICG.

CCC. "Percent of Interstate Usage" ("PIU") is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

DDD. "Percent Local Usage" ("PLU") is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

EEE. "POI" means Point of Interface.

FFF. "Port" means a termination on a Central Office Switch and associated switching functionality that permits Customers to send or receive Telecommunications over the public switched network, but does not include switch features.

GGG. "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure, for the purpose of billing for distance-sensitive traffic to/from Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The rate center point must be located within the rate center area. Notwithstanding the foregoing, either party may assign the same NXX to more than one Rate Center in accordance with accepted industry standards or as agreed by the parties to alleviate an actual or forecast shortage of NXX codes.

HHH. "Reciprocal Compensation" is As Described in the Act.

III. "Rating Point" or "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound traffic to Telephone Exchange Services provided by the LEC which bear a certain NPA-NXX designation. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100, the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Rating Points/Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point/Routing Point corresponding to each unique and separate Rate Center. Notwithstanding the foregoing, either party may assign the same NXX to more than one Rate Center in accordance with accepted industry standards or as agreed by the parties to alleviate an actual or forecast shortage of NXX codes.

III. "Service Control Point" or "SCP" means a signaling point, other than an STP, that acts as a database to provide information to another signaling point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

KKK. "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points. An STP transmits, receives and processes CCIS messages.

LLL. "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

MMM. "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

NNN. "Technically Feasible Point" is As Described in the Act.

OOO. "Telecommunications" is As Defined in the Act.

PPP. "Telecommunications Act of 1996" ("Act") means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder

QQQ. "Telecommunications Carrier" is As Defined in the Act.

RRR. "Telecommunications Service" is As Defined in the Act.

SSS. "Telephone Exchange Service" is As Defined in the Act.

TTT. "Telephone Toll Service" is As Defined in the Act.

UUU. "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of execution, including without limitation sections 251, 252 and 271 of the Act. The access and interconnection obligations contained herein enable ICG to provide competing telephone exchange service to subscribers within the territory of BellSouth.

III. Term of the Agreement; Rates

A. The term of this Agreement shall be two years, beginning January 31, 1997.

B. The parties agree that by no later than January 31, 1998, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning January 31, 1999.

C. If, within 135 days of commencing the negotiation referred to in Section III.B above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than October 31, 1998. The parties further agree that in the event the Commission does not issue its order by January 31, 1999, or if the parties continue beyond January 31, 1999 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to January 31, 1999. Until the revised local interconnection arrangements become effective, the terms and conditions of this Agreement shall remain in effect.

D. Rates and charges applicable in Georgia, Kentucky, and Tennessee are set forth in Attachment A. Rates and charges applicable in Alabama, Florida, Louisiana, Mississippi, North Carolina, and South Carolina are set forth in Attachments B-1 through B-4 and C-1 through C-17. In the event of a conflict between Attachment A and any other Attachment, Attachment A controls. In the event that there is no rate set forth for a service or unbundled element in Attachment A, the rate for such service or unbundled element identified in Attachments B-1 through B-4 and C-1 through C-17 as applicable in all states shall apply in Georgia, Kentucky, and Tennessee as well as in Alabama, Florida, Louisiana, Mississippi, North Carolina, and South Carolina. Applicable wholesale discounts for resold services are set forth in Attachment D.

E. The rates set forth in this Agreement and the Attachments hereto are interim rates. The rates for each state shall be adjusted and trued up, retroactively to the Effective Date, in accordance with an Effective order of the applicable Commission establishing rates in accordance with 47 U.S.C. § 252(d). In the event and to the extent that in any state there is no such Effective order prior to January 31, 1999, then unless otherwise agreed in the negotiations pursuant to Section III.B, the rates set forth herein and in the Attachments hereto shall to such extent be the final rates for such state.

IV. Local Interconnection (47 U.S.C. § 251(c)(2), § 252(d)(1),(2), § 271(c)(2)(B)(i))

A. Scope. This Section describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act. Each Party shall make available to the other Party the same Interconnection methods on the same rates, terms and conditions.

B. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that for purposes of determining compensation between the parties, the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic by BellSouth and compensation for the termination of such traffic shall be pursuant to the terms of this section, but that ICG may establish different local calling areas for purposes of billing its retail customers. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

C. With the exception of the local traffic specifically identified in Section IV.H, for purposes of this Agreement, the parties agree that there will be no cash compensation for local interconnection minutes of use exchanged by the parties during the term of this Agreement unless the difference in minutes of use for terminating local traffic exceeds three million (3,000,000) minutes per state on a monthly basis. In such event, ICG may elect the terms of any compensation arrangement for local interconnection then in effect between BellSouth and any other telecommunications carrier, or in the absence of such an election, the parties will negotiate the specifics of a traffic exchange agreement which will apply on a going-forward basis.

D. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is excused under the Act; (2) physical collocation; and (3) interconnection via facilities purchased from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. ICG may purchase facilities from BellSouth at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff.

E. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area ICG desires to serve for interconnection to those end offices that subtend the access tandem. In addition, ICG may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside the local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical

Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate BellSouth intrastate access tariff, as amended from time to time, will apply.

F. The parties agree to establish one-way trunk groups from the interconnecting facilities of Section IV.D such that each party provides a reciprocal of each trunk group established by the other party for the first six months of this Agreement in any LATA where the parties may interconnect. The parties recognize, however, that the use of shared two-way trunk groups generally would be more efficient than separate one-way trunk groups. In the event that the parties have not adopted a plan within six months after the Effective Date for transitioning to the use of two-way trunk groups in accordance with standard industry practices, they shall meet and discuss the need to offset the continuing inefficiencies of using one-way trunk groups after nine months after the Effective Date. Either party reserves the right to order one-way trunk groups after that time should the balance of traffic justify it. Consistent with the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

G. In the event BellSouth delivers traffic to ICG for termination on ICG's network and as a result of the call the caller could be billed by ICG, if BellSouth cannot determine, because of the manner in which ICG has utilized its NXX codes, whether the traffic is local or toll BellSouth will rely on the PLU to establish the allocation of such traffic between local and toll, subject to each party's right to audit pursuant to Section XXIII.A. In the event that an audit results in a change in the PLU, then the parties shall true up using the PLU developed in the audit such that BellSouth is compensated at originating access rates for any minutes reclassified as intraLATA toll and refunded any amounts that it paid for such minutes as local traffic, and ICG is compensated for any minutes reclassified as local and refunded any amounts that it paid for such minutes as originating intraLATA access. If BellSouth deploys an NXX code across its local calling areas in such a manner that ICG cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties in the same manner. When the originating carrier can determine that a call is a toll call, the provisions of Section V.B shall apply.

H. If either party provides intermediary switching services for the other party's connection of its end user to a local end user of: (1) an ALEC other than ICG; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$.002 per minute charge plus the intermediary switching party's portion, if any, of the cost of transport to a meet point with the other carrier. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to Section IV.J.

I. When the parties provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC.

J. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively and exert best efforts toward achieving the intent of this provision by April 30, 1997.

K. When one party to this Agreement (LEC A) delivers to the other party (LEC B) exchange access traffic from LEC A's access tandem using facilities that are collocated at LEC B's end office, the Feature Group Interconnection Compensation ("FGIC") plan described in Attachment B-1A, incorporated herein by this reference, shall apply. FGIC shall apply to both originating and terminating exchange access traffic so long as the conditions of this Section IV.K are met. When FGIC is applied, LEC A may, at its option, render a single bill to the IXC.

L. The ordering and provision of all services purchased from BellSouth by ICG shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

M. The parties will use best efforts to establish the initial required interconnection trunks within 60 days after a request. Subsequent modifications to such interconnection trunking plans will be fulfilled within a mutually agreed time period not to exceed 60 days after receipt of a valid order from either party. Additional interconnection trunks for additional LATAs shall be installed within 60 days of a request. The time periods specified in this Section shall be extended as may be necessary in the event of any special construction requirements. The implementation plan to be developed pursuant to Section XVIII shall reflect the provisions of this subsection.

N. Any aspect of local interconnection not addressed herein may be the subject of a Bona Fide Request as set forth in Exhibit A.

V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's

network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that BellSouth's terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If ICG is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ICG as an interexchange carrier on a 10XXX basis, BellSouth will charge ICG the appropriate tariff charges for originating network access services. If BellSouth is serving as the ICG end user's presubscribed interexchange carrier or if the ICG end user uses BellSouth as an interexchange carrier on a 10XXX basis, ICG will charge BellSouth the appropriate BellSouth tariff charges for originating network access services. If applicable, the terminating party will charge the originating party BellSouth tariffed charges for terminating access services.

C. The parties agree that to the extent ICG provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end office outside the local calling area. ICG shall pay BellSouth's terminating access charges from the POI as described in Section V.A.

D. BellSouth agrees to compensate ICG, pursuant to BellSouth's published originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to BellSouth. ICG will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by ICG will be in a standard EMR format for a fee, paid by BellSouth to ICG, of \$0.013 per record.

E. If ICG provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to ICG. If required by ICG to bill its customers, BellSouth agrees to provide ICG the appropriate records for ICG to bill its 800 customers. The records provided will be in standard EMR format for a fee, to be paid by ICG to BellSouth, of \$0.013 per record.

F. If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate ICG for the origination of such traffic pursuant to Section V.A. ICG shall provide the appropriate records for billing pursuant to Section V.B.

G. Should ICG require 800 Access Ten Digit Screening Service from BellSouth, it shall connect to BellSouth's local or regional signaling transfer point for service control point database query information, either directly or through third party SS7 network providers. If ICG

connects directly to BellSouth's local or regional signal transfer points, ICG shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. ICG will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

VI. Service Provider Number Portability (47 U.S.C. § 251(b)(2) and § 271(c)(2)(B)(xi))

A. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to ICG, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP services are available in three arrangements; SPNP-Remote, SPNP-DID, and NXX Migration.

B. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP is available from either party on either a per DS0, DS1 or DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service.

C. SPNP is available only where ICG or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular ICG assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any, Commission, BellSouth, or ICG initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service if the end user would also have been affected in the same manner by said activity had the end user remained a customer of the LEC to which the applicable NXX code was originally assigned.

D. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by ICG or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party

guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for SPNP-Remote service.

E. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

F. Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another.

G. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.

H. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or ICG is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. ICG usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

I. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users.

J. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.

K. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party if so authorized by the other party may contact the other party's customers, if deemed necessary, for maintenance purposes for SPNP.

L. The parties expressly recognize that certain services may be affected by the use of SPNP services and that end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Each party is responsible for and will maintain quality on its side of the POI and will maintain transmission characteristics on its side of the network.. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by

the other party obsolete or renders necessary modification of the other party's equipment relating to SPNP, but the party initiating such change shall give the other party reasonable notice of the change and/or notice in accordance with applicable and Effective FCC rules and regulations..

M. For that terminating IXC traffic ported to ICG which requires use of BellSouth tandem switching, BellSouth will bill the IXC tandem switching and BellSouth's portion of the transport, and ICG will bill the IXC local switching, the carrier common line, the interconnection charge and ICG's portion of the transport. If BellSouth is unable to provide the necessary access records to permit ICG to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process with BellSouth to recover those access revenues due it as a co-provider of access services to IXCs. During the interim, while the surrogate is being developed, BellSouth will bill the IXC full terminating switched access charges, keep the tandem switching charge and BellSouth's portion of the transport charge, and remit the local switching charge, the interconnection charge, ICG's portion of transport and CCL revenues to ICG. If a BellSouth toll intraLATA call is delivered to ICG, BellSouth will pay terminating access rates. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

N. If ICG has direct connections to an IXC for the termination of interLATA traffic and it is only through the use of SPNP services that the BellSouth tandem is being utilized and BellSouth receives network access service revenues from the terminating IXC, ICG will bill BellSouth the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from a BellSouth customer is sent to a BellSouth number that is, in turn, forwarded through the use of SPNP services to ICG's customer. If so, ICG will bill BellSouth the network access charges for the terminating facilities used for that intraLATA toll traffic.

O. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements (47 U.S.C. § 251(c)(3), § 252(d) and § 271(x)(2)(B)(ii))

A. Local Loop Transmission Types. Subject to Section VII.D, BellSouth shall allow ICG to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section VII:

1. 2-Wire Analog Loops,
2. 4-Wire Analog Loops,

3. 2-Wire ISDN Digital Grade Links or BRI ISDN
4. 2-Wire ADSL-Compatible Loops,
5. 2-Wire HDSL-Compatible Loops, and
6. 4-Wire HDSL-Compatible Loops.

Loops will be offered hereunder on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein and the principles enumerated in Effective Commission and/or FCC rules or orders.

B. Port Types. BellSouth shall make available to ICG unbundled Ports in accordance with the terms and conditions of and at the rates specified in applicable tariffs consistent with Commission and/or FCC pricing principles. The parties agree to attempt to negotiate rates for unbundled switching that will enable ICG to provide a loop to be cross-connected to a BellSouth switch.

C. Private Lines, Interim Unbundled Loops, and Special Access. BellSouth shall make available to ICG private lines, interim unbundled loops, and special access services in accordance with the terms and conditions of and at the rates specified in applicable tariffs and/or orders consistent with Commission and/or FCC pricing principles.

D. Limitations on Unbundled Access.

1. ICG shall access BellSouth's unbundled Network Elements via Collocation at a BellSouth premises where those elements exist and each Loop or Port shall be delivered at ICG's Collocation by means of a Cross Connection, which in the case of two or four-wire Loops, will be set, in the interim, via a special assembly. The yet to be determined interim cross connection rate will be set forth in Attachment C-13. Within 120 days after execution of this Agreement, BellSouth agrees to file a cost study at the Commission consistent with Commission and/or FCC rules. The final price for Cross connection will be determined either through negotiations or by the Commission in a contested proceeding. Moreover, once a final price is ordered by the Commission, the Parties agree to retroactively apply the final rate for Cross connection back to the beginning of the installation/billing period and debit and/or credit each other accordingly. The Parties reserve all rights to argue for different pricing arrangements regarding the appropriate price for Cross connection.

2. If ICG orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges may apply and will be developed and reviewed based upon costs consistent with, and subjected to Commission and/or FCC rules for the pricing of unbundled network elements.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

E. Provisioning of Unbundled Loops. The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled elements:

1. On each unbundled element order in a wire center, ICG and BellSouth will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 60 minute window within which both the ICG and BellSouth personnel will make telephone contact to complete the cutover.
2. Within the appointed 60 minute cutover time, the ICG person will call the BellSouth person designated to perform cross-connection work and when the BellSouth person is reached in that interval such work will be promptly performed.
3. If the ICG person fails to call or is not ready within the appointed interval and if ICG had not called to reschedule the work at least 8 hours prior to the start of the interval, BellSouth and ICG will reschedule the work order and ICG will pay the non-recurring charge for the unbundled elements scheduled for the missed appointment. In addition, non-recurring charges for the rescheduled appointment will apply.
4. If the BellSouth person is not available or not ready at any time during the 60 minute interval, ICG and BellSouth will reschedule and BellSouth will waive the non-recurring charge for the unbundled elements scheduled for that interval.
5. The standard time expected from disconnection of a live Telephone Exchange Service to the connection of the unbundled element to the ICG Collocation arrangement is 15 minutes.
6. If ICG has ordered INP as part of an unbundled Loop installation, BellSouth will coordinate implementation of INP with the Loop installation in a time period acceptable to the customer.
7. The parties will work cooperatively to define additional, more detailed parameters and processes as required to facilitate the coordination procedures defined in this Section VII, including out-of-service intervals.

8. If BellSouth provides in practice shorter scheduling lead times and/or cutover windows than those specified in this Section VII.E for the same services for other carriers, it will do the same for ICG upon request.

F. Pricing Provisions. The prices for unbundled loops shall be as set forth in Attachment C-15.

G. Request for Further Unbundled Access Elements.

1. BellSouth shall, upon request of ICG, and to the extent technically feasible, provide to ICG access to its unbundled elements for the provision of ICG communications service. Any request by ICG for access to an BellSouth unbundled element that is not already available shall be treated as a unbundled element Bona Fide Request. ICG shall provide BellSouth access to its unbundled elements as mutually agreed by the parties or as required by the Commission or FCC. The parties shall adhere to the process as agreed and described in Exhibit A.

2. An Unbundled Element obtained by one Party from the other Party under this Section VII may be used in combination with the facilities of the requesting party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

3. Notwithstanding anything to the contrary in this Section VII, a Party shall not be required to provide a proprietary Unbundled Element to the other Party under this Section VII except as required by the Commission or FCC.

H. Unbundled Element Interconnection and Maintenance.

1. Interconnection shall be achieved via Collocation arrangements ICG shall maintain at the BellSouth premises at which the unbundled elements are resident.

2. ICG and BellSouth shall work cooperatively so each Loop may be delivered to the ICG Collocation arrangement over an individual 2/4-wire hand-off, in multiples of 24 over a digital DS-1 hand-off in any combination or order ICG may specify, or through other technically feasible and economically comparable hand-off arrangements requested by ICG (e.g., SONET STS-1 hand-off).

3. All switched and transport-based features, functions, service attributes, grades-of-service, install, maintenance and repair intervals which apply to services provided to BellSouth end users will apply to like services ordered by ICG.

4. BellSouth will use its best efforts to bill all unbundled loop facilities purchased by ICG (either directly or by previous assignment by a customer) on a single consolidated statement per LATA.

5. Where BellSouth utilizes digital loop carrier ("DLC")¹ technology to provision the Loop of bundled Telephone Exchange Service to an end user customer who subsequently determines to assign the Loop to ICG and receive Telephone Exchange Service from ICG via such Loop, BellSouth shall, where technically feasible deliver such Loop to ICG on an unintegrated basis, pursuant to ICG's chosen hand-off architecture, without a degradation of end-user service or feature availability.

6. BellSouth will permit ICG to physically collocate and, on an interim basis, virtually collocate, digital loop carriers (DLC) and associated equipment at BellSouth premises, including but not limited to, BellSouth Smarting services (nodes) ICG may be leasing from BellSouth, for the purpose of interconnecting to unbundled Loops. This provision is immediately enforceable for virtual collocation upon execution of the Agreement, notwithstanding the lack of an agreement on final rates, terms, and conditions for physical collocation which is subject to the outcome of further negotiations, Commission and/or FCC proceedings and/or arbitration.

7. BellSouth and ICG will work cooperatively toward interim and long term arrangements by which ICG may place, verify and receive confirmation on orders for unbundled elements via an industry accepted (e.g. OBF developed) format/specification. In addition, BellSouth shall provide ICG with an appropriate on-line electronic file transfer arrangement by which ICG may issue and track trouble-ticket and repair requests associated with interconnection trunking, unbundled loops, and service provider number portability arrangements.

I. Unbundled Local Transport (47 U.S.C. § 271). BellSouth shall provide ICG with access to unbundled local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services and priced consistent with Section 252 of the "Act" and/or Commission and/or FCC order.

J. Unbundled Switching (47 U.S.C. § 271). BellSouth shall provide ICG with access to local switching unbundled from local transport, local loop transmission, or other services and priced consistent with Section 252 of the "Act" and/or Commission and/or FCC order.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. § 251(b)(4) and § 271(c)(2)(B)(iii))

BellSouth agrees to provide to ICG, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth. BellSouth and ICG are parties to a certain License Agreement for Pole Attachments and/or Conduit Occupancy. ICG may, in its sole discretion, elect in their entirety the terms of

¹ See, Bellcore TR-TSY-000008, *Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch* and TR-TSY-000303, *Integrated Digital Loop Carrier (IDLC) Requirements, Objectives, and interface.*

any other agreement providing for access to BellSouth's poles, ducts, conduits and rights-of-way that is executed by BellSouth and any other telecommunications carrier or offered by BellSouth to any other telecommunications carrier or any party with an affiliate or subsidiary that is a telecommunications carrier.

IX. Access to 911/E911 Emergency Network

A. For basic 911 service, BellSouth will provide to ICG a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ICG will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ICG will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ICG shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in Section IX.C.

B. For E911 service, ICG shall install a minimum of two dedicated trunks originating from ICG's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ICG will provide BellSouth daily updates to the E911 database.

C. If a municipality has converted to E911 service, ICG will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ICG will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

D. BellSouth and ICG agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time by mutual agreement, or industry-wide practice, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.

E. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

X. Provision of Operator Services (47 U.S.C. § 271(c)(2)(B)(vii)(II)&(III))

A. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement.

B. BellSouth will offer to ICG and ICG may choose to purchase Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

C. BellSouth will offer to ICG and ICG may choose to purchase CMD5 Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachments C-11 and C-12, incorporated herein by this reference.

XI. Directory Listings (47 U.S.C. § 271(c)(2)(B)(viii))

A. Subject to execution of an Agreement between ICG and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) ICG's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to ICG's subscribers.

B. BellSouth will include ICG subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge ICG to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information within 60 days of the execution of an Agreement.

C. BellSouth will provide ICG a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ICG will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord ICG's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to ICG's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers (47 U.S.C. § 271(c)(2)(B)(ix))

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that ICG has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the Bellcore Guidelines Regarding Number Assignment. ICG agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Databases (47 U.S.C. § 271(c)(2)(B)(x))

A. Each party will offer to the other use of its signaling network and signaling databases on an unbundled basis at published tariffed rates or at rates, terms and conditions mutually agreed to by the parties. Signaling functionality will be available with both A-link and B-link connectivity.

B. BellSouth agrees to input the NXXs assigned to ICG into the Local Exchange Routing Guide ("LERG").

C. BellSouth will enter ICG line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable ICG's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

D. If ICG utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XIV. BellSouth's Offer of Services Available for Resale (47 U.S.C. § 251(c)(4), § 251(d)(3) & § 271(c)(2)(B)(xiv))

A. The rates pursuant to which ICG is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference.

B. ICG may resell the tariffed local exchange and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; and legislatively or administratively mandated specialized discounts (e.g. education institutions discount).

C. The provision of services by BellSouth to ICG does not constitute a joint undertaking for the furnishing of any service.

D. ICG will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from ICG for all services.

E. ICG will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, ICG accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill ICG for handling troubles that are found not to be in the BellSouth network. If authorized by ICG, BellSouth may contact ICG's customers for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein. BellSouth will respond to ICG's trouble reports and repair troubles with processes and in time frames which BellSouth performs for its own end-user customers. BellSouth will also extend to ICG any performance guarantees or specialized trouble handling or repair procedures extended to any other reseller to the extent such procedures are more favorable than those provided to ICG under this Agreement.

F. Each party will continue to bill the end user for any services that the end user specifies it wishes to receive directly from such party. Each party maintains the right to serve directly any end user within the service area of the other party, and each party agrees not to interfere with the right of any end user to obtain service directly from the other. Each party will directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of the other party, but each party will treat any information that it acquires regarding the other party's customer as proprietary to the other party and will not use any such information to market to the other party's customers.

G. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to ICG.

H. ICG agrees that its resale of BellSouth services shall be as follows:

1. In Florida, Georgia, Kentucky, North Carolina, and Tennessee, ICG's resale of BellSouth services shall be subject to any and all restrictions upon resale contained in duly adopted and Effective rules, regulations or orders of a Commission adopted after February 8, 1996, or in any tariff filed by BellSouth and expressly approved by a Commission after August 8, 1996 unless such restriction is preempted by the FCC, in which case such restriction shall not apply while such FCC preemption is Effective.

2. In Alabama, Louisiana, Mississippi, and South Carolina, during the period commencing on the effective date of this Agreement and terminating on the effective date of a duly adopted and Effective Commission order adopting restrictions on the resale of BellSouth services or declining to adopt a restriction set forth in this Section XIV.H.2, ICG's resale of BellSouth services shall be subject to the following:

a. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

b. To the extent ICG is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, ICG shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by ICG are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

c. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.

d. ICG is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's Tariff.

e. Resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of

BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.

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

I. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. ICG or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

J. BellSouth will not perform billing and collection services for ICG 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.

K. BellSouth will bill ICG for the End User Common Line charge associated with resold services. The End User Common Line Charge will not be subject to the discount percentages set forth in Attachment D.

L. The procedures for discontinuing end user service purchased by ICG for resale to an end user are as follows:

1. Where possible, BellSouth will deny service to ICG's end user on behalf of, and at the request of, ICG. Upon restoration of the end user's service, restoration charges will apply and will be the responsibility of ICG.
2. At the request of ICG, BellSouth will disconnect a ICG end user customer.
3. All requests by ICG for denial or disconnection of an end user for nonpayment must be in writing.
4. ICG will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise ICG when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by ICG and/or the end user against any claim, loss or damage arising from providing this information to ICG. ICG will use best efforts to take corrective action necessary with its customers who make annoying calls.

M. The procedures for discontinuing resale service to ICG are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of, unlawful use of the facilities or service, or abuse of the facilities.
2. Except for payments in dispute, if payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ICG 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. If BellSouth does not refuse additional applications for service on the date specified in the notice and ICG's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
3. If ICG disputes the billed charges, it shall, within fourteen (14) days after the notice, inform BellSouth in writing which portion of the charges it disputes, including the reasons for its dispute. Disputes hereunder shall be resolved in accordance with the procedures identified in Section XXI.B of this Agreement. Amounts unpaid because they are disputed and in Dispute Resolution shall not form the basis of any adverse action hereunder.
4. If payment of the undisputed portion of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
5. If ICG fails to comply with the provisions of this Section XIV.M, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by ICG to receive notices of noncompliance, discontinue the provision of existing resale services to ICG at any time after the later of (i) the date in Section XIV.M.3, or (ii) the date set forth in the written notice provided for in this Section XIV.M.5. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the later of (a) the date in Section XIV.M.3, or (b) the date set forth in the written notice provided for in this Section XIV.M.5 and ICG's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ICG without further notice.
6. If payment is not received or arrangements made for payment by the date provided for in Section XIV.M.5, ICG's services will be discontinued. Upon discontinuance of service on a ICG's account, service to ICG's end users will be denied. BellSouth will also reestablish service at the request of the end user or ICG upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
7. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

N. BellSouth may require ICG to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves ICG from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that ICG defaults on its account, service to ICG will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to ICG during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to ICG by the accrual date.

O. ICG is strictly prohibited from any use of, including but not limited to sales, marketing or advertising, any BellSouth name or trademark.

P. BellSouth will provide ICG with outage credits on resold services that are equivalent to the outage credits that BellSouth provides to its retail customers as specified in the appropriate BellSouth tariff for the equivalent retail service.

XV. Ordering of Services From BellSouth For Resale Purposes

A. The ordering and provision of services purchased from BellSouth for resale purposes by ICG shall be as set forth in the ALEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement and in accordance with applicable and Effective FCC and Commission rules, regulations and orders.

B. When the initial service is ordered by ICG, BellSouth will establish an accounts receivable master account for ICG.

C. BellSouth shall bill ICG on a current basis all applicable charges and credits, including any service order charges.

D. Payment of all charges will be the responsibility of ICG. ICG shall make payment to BellSouth for all services billed, except for payments in dispute. Except as provided in Section XV.E, BellSouth is not responsible for payments not received by ICG from ICG's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

E. BellSouth will render bills each month on established bill days for each of ICG's accounts. ICG may dispute any amount paid to BellSouth up to one (1) year from date payment was made. In the event of such dispute, the parties will resolve the dispute as stated in Section

XXI.B of this Agreement. In the event that a dispute is resolved in favor of ICG, BellSouth shall refund the disputed amount, together with interest at the rate applicable to late payments. The parties understand and agree that provision of accurate billing information in a timely manner by BellSouth to ICG is critical to the success of ICG's business and ICG's ability to pay BellSouth.

F. BellSouth will bill ICG in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges that are required by statute or local ordinance or by duly authorized and Effective rule, regulation or order of the FCC or a Commission, such as 911/E911 charges or Telecommunications Relay Service charges, on an individual end user account level.

G. Except as provided for in Section XV.E, the payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

H. Upon production of proof of tax exempt certification, the total amount billed to ICG will not include any taxes due from the end user. ICG will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

I. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lesser of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that ICG actually makes the payment to BellSouth, or
2. the interest rate applicable to late payments as specified in BellSouth's state tariff for the applicable state, but not more than one and one-half percent (1½%) per month, compounded daily, for the number of days from the payment due date to and including the date that ICG actually makes the payment to BellSouth.

J. BellSouth will bill any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines to the applicable interexchange carriers.

K. In general, BellSouth will not become involved in disputes between ICG and ICG's end user customers over resold services, except for disputes arising from the quality of services provided by BellSouth. If a dispute does arise that cannot be settled without the involvement of BellSouth, ICG shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with ICG to resolve the matter in as timely a manner as possible. ICG may be required to submit such documentation as may be available to it to substantiate the claim.

L. When ICG takes services under BellSouth's offer of services for resale, ICG is responsible for payment of all appropriate charges for completed calls, services, and equipment. ICG may dispute bills subsequent to the end of a payment cycle or payment. On average, BellSouth will provide ICG's resale customers the same services and service intervals for BellSouth's portion of the resale service as BellSouth provides for its own customers. BellSouth will render billing information to ICG on the third business day after the end of the thirty (30) day billing cycle. The parties agree that ICG may have little practical ability to collect for services for which billing information is received from BellSouth more than four months after service was provided by BellSouth. Further, the parties will work together to remedy any situations in which billing information is received from BellSouth more than four months after service was provided by BellSouth.

XVI. Network Design and Management (47 U.S.C. § 251(c)(5))

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. In markets where ICG is interconnected with BellSouth or has purchased services or facilities from BellSouth for use in connection with the provision by ICG of interexchange, exchange access, private line or similar services prior to the effective date of this Agreement,

BellSouth will not charge rearrangement, reconfiguration, disconnection, or other non-recurring fees that may be associated with the initial reconfiguration of such services and facilities for ICG's interconnection arrangement. However, notwithstanding the foregoing, BellSouth will charge ICG applicable non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased by ICG

E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for repeat dialing. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Sections IV and V of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

XVII. Disconnection of Existing End User Service

A. Each party will accept requests from the other to disconnect the service of an existing end user. Neither party will require end user confirmation prior to disconnecting the end user's service. Either BellSouth or ICG must, however, provide proof of authorization upon request. Either party will accept a request directly from an end user for conversion of the end user's service from the other party or to another party. Each party will notify the other that such a request has been processed.

B. In the event that either party receives a complaint alleging an unauthorized change in local service provider by the other party, the party receiving the complaint will promptly contact the other party and notify it of the complaint. The party alleged to be providing local service without customer authorization shall have three (3) business days to produce a Letter of Authorization from the applicable customer. In the event that the party is unable to produce a Letter of Authorization within three (3) business days, it shall pay the applicable non-recurring charges to reestablish the customer's service with the appropriate local

service provider and an investigation fee of \$19.41 per line or trunk for residence or business customers.

C. BellSouth may designate BellSouth as the preferred provider of local exchange service for its own pay telephones.

XVIII. Implementation of Agreement, Installation, Maintenance, Testing and Repair

ICG and BellSouth will jointly develop and agree on a Joint Interconnection Grooming Plan (the "Grooming Plan") which shall define and detail, inter alia, prescribing standards to ensure that BellSouth Interconnection Wire Center ("BIWC") and ICG Interconnection Wire Center ("IWC") trunk groups experience a consistent P.01 or better grade of service, and other appropriate, relevant, industry-accepted quality, reliability and availability standards. Such plan shall also include mutually agreed upon default standards for the configuration of segregated BIWC trunk groups and segregated IWC trunk groups. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections. The plan shall include definitive parameters which define under what circumstances the parties may transition trunk groups to two-way trunk groups. The parties will use their best collective good faith efforts to complete and agree upon such plan at the earliest practicable date, but not less than 90 days following execution of this Agreement. Furthermore, the plan should include maintenance of the SONET transmission system, disaster recovery provision escalations, and such other matters as the parties may agree. The Parties will use their best collective good faith efforts to implement the Grooming Plan in the initial LATAs pursuant to the plan. The parties agree to install the initial interconnection trunks in each LATA requested by ICG as specified in Section IV.M prior to completion of the Grooming Plan.

XIX. Adjustments to Terms

A. The parties agree that if—

1. the FCC or a Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations,
2. the FCC or a Commission preempts the effect of this Agreement, or
3. the FCC or a Commission duly promulgates a rule or regulation that, subject to the Dispute Resolution provisions of Section XXI.A, the parties agree is inconsistent with any one or more of the provisions of this Agreement and requires modification of this Agreement,

then, in any such case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith

negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier, including, without limitation, an agreement resulting from an arbitration pursuant to 47 U.S.C. § 252(b), (an "Other Interconnection Agreement") which provides for any of the arrangements covered by this Agreement upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then BellSouth shall be deemed thereby to have offered such arrangements to ICG upon such Other Terms, which ICG may accept as provided in Section XIX.E. In the event that ICG accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, such Other Terms shall be effective between BellSouth and ICG as of the effective date of such Other Interconnection Agreement. In the event that ICG accepts such offer more than sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, such Other Terms shall be effective between BellSouth and ICG as of the date on which ICG accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or a Commission enters an order (an "Interconnection Order") requiring BellSouth to provide any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to ICG upon such Other Terms, which ICG may accept as provided in Section XIX.E. In the event that ICG accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and ICG as of the effective date of such Interconnection Order. In the event that ICG accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and ICG as of the date on which ICG accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to ICG upon such Other Terms, which ICG may accept as provided in Section XIX.E. In the event that ICG accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such

Other Terms shall be effective between BellSouth and ICG as of the effective date of such Interconnection Tariff. In the event that ICG accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and ICG as of the date on which ICG accepts such offer.

E. In the event that BellSouth is deemed to have offered ICG the arrangements covered by this Agreement upon Other Terms, ICG in its sole discretion may accept such offer either—

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to any of the following as a whole:
 - a. any local interconnection service,
 - b. any interLATA and intraLATA toll traffic interconnection service,
 - c. any Number Portability service,
 - d. access to any unbundled network elements, including local loops; network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services, directory assistance, directory listings, and any elements that result from subsequent bona fide requests,
 - e. access to poles, ducts, conduits and rights-of-way,
 - f. access to 911/E911 emergency network,
 - g. any resale services, or
 - h. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by ICG, shall remain in full force and effect.

F. In the event that—

1. BellSouth and ICG revise this Agreement pursuant to Section XIX.A, or
2. ICG accepts a deemed offer of Other Terms pursuant to Section XIX.E,

then BellSouth or ICG, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or ICG accepts such Other Terms, plus simple interest at a rate equal to the thirty

day commercial paper rate for high grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in THE WALL STREET JOURNAL.

XX. Network Protection

A. Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

B. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

C. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

D. Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:

1. Promptly notify the other Party of such temporary discontinuance or refusal; and
2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.

E. Each party assumes the responsibility of notifying the other regarding less than standard operations with respect to services provided by it.

F. Each party shall notify the other in accordance with Effective FCC or Commission requirements of any changes in the operation of its network that may be likely to affect the other party.

G. BellSouth agrees to notify ICG electronically of any changes in the terms and conditions under which it offers Telecommunications Services to subscribers who are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least 45 days prior to the effective date of any such change or concurrent with BellSouth's internal notification process for such change, whichever is earlier. ICG recognizes that certain revisions may occur between the time BellSouth notifies ICG of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify ICG of such revisions consistent with BellSouth's internal notification process but ICG accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by ICG unless caused by the intentional misconduct of BellSouth for the purposes of this section. The notification given pursuant to this section will not be used by the parties to market their offering of such service in the retail market externally in advance of BellSouth filings.

XXI. Dispute Resolution

A. Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the parties shall appoint a designated representative who has authority to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one party to the other party shall be honored. If the parties are unable to resolve issues related to a Dispute within thirty (30) days after the parties' appointment of designated representatives as set forth above, then either party may file a complaint with the FCC or applicable Commission in accordance with the procedures applicable to the resolution of disputes among carriers in the applicable state.

B. Disputed Amounts

If any portion of an amount due to a party (the "Billing party") under this Agreement is subject to a bona fide dispute between the parties, the party billed (the "Non-Paying party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying party shall pay when due (i) all undisputed amounts to the Billing party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the parties.

If the parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing party of notice of the Disputed Amounts, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one party to the other party shall be honored.

If the parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the parties' appointment of designated representatives pursuant to this Section, then either party may file a complaint with the Commission or the FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either party.

The parties agree that all negotiations pursuant to this Section shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence; provided, however, that a party may disclose the substance of such negotiations to the FCC or the Commission pursuant to this Section for purposes other than to determine liability.

Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one percent (1%) per month and (ii) the highest rate of interest that may be charged under applicable law.

Notwithstanding anything to the contrary in this Section XXI.B, each party shall have the right to contest any amounts paid to the other party hereunder for a period of one (1) year after such amounts were paid. The party contesting such amounts shall deliver written notice to such other party within one (1) year of its payment and include in such notice the specific details and reasons for disputing such amounts. If the parties are unable to resolve such contested amounts in the normal course of business within thirty (30) days after delivery of notice of the contested amounts, such dispute shall be handled in accordance with Section XXI.A.

C. Each party reserves any rights it may have to seek judicial review of any ruling made by the FCC or a Commission concerning this Agreement.

XXII. Performance Standards for Specified Activities

A. **Certain Definitions** When used in this Section XXII, the following terms shall have the meanings indicated:

1. "Specified Performance Breach" means the failure by BellSouth to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.
2. "Specified Activity" means any of the following activities:
 - a. the installation by BellSouth of unbundled Loops for ICG ("Unbundled Loop Installation");
 - b. BellSouth's provision of interim Service Provider Number Portability;
 - c. the repair of out of service problems for ICG ("Out of Service Repairs");
or
 - d. the provision of resold services to ICG.
3. "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by BellSouth during such month of each Specified Activity shown below within the time interval shown in at least eighty percent (80%) of the covered instances:

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
(i) Unbundled Loop Installation	
1-10 Loops per Service Order	5 days from BellSouth's Receipt of valid Service Order
11-20 Loops per Service Order	10 days from BellSouth's Receipt of valid Service Order
21 + Loops per Service Order	to be Negotiated
(ii) Interim SPNP Provisioning	to be negotiated within 45 days of Effective Date
(iii) Out of Service Repairs	repair intervals applicable to services provided to BellSouth's retail customers
(iv) Resold Services	provisioning intervals applicable to services provided to BellSouth's retail customers

The Performance Criteria for unbundled loops apply to 2-wire and 4-wire analog loops where the facilities are available. In all other cases, the parties agree to negotiate reasonable intervals.

B. Performance Standards. The parties agree to negotiate in good faith in order to agree within forty-five days after the Effective Date upon performance standards and remedies for BellSouth's failure to conform to the Performance Criteria. If the parties fail to agree upon such performance standards and remedies within forty-five days after the Effective Date, they shall continue to negotiate in good faith for a second period of forty-five days. In the

event that the parties fail to agree upon any such performance standards or remedies by the end of the second such forty-five day period, either party may petition the appropriate Commission to establish performance standards and remedies for failure to conform to such performance standards.

XXIII. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

B. For combined interstate and intrastate ICG traffic terminated by BellSouth over the same facilities, ICG shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to ICG. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. BellSouth reserves the right to periodically audit services purchased by ICG for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement, which audit shall be combined with the audit, if any, referred to in Section XXIII.A. ICG agrees to make any and all relevant records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit, and such audit shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, ICG shall be notified and billing for the affected services will be immediately changed to conform with this Agreement. ICG may seek FCC or Commission review of the results of any such audit in order to obtain an FCC or Commission determination of whether it has complied with applicable restrictions on the resale of BellSouth services and prior to changing its practices or paying any increased charges for the resold services, but back billing and interest may accrue, if applicable, during such FCC or Commission review.

D. All information disclosed to either party or its auditors by the other during the course of any audit pursuant to this Section XXIII shall be treated as proprietary and confidential information in accordance with Section XXVI.

XXIV. Liability and Indemnification

A. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ICG, an ICG customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section XXIV, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by ICG, any ICG customer, or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

B. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, a BellSouth customer or by any other person or entity, for damages associated with any of the services provided by ICG pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section XXIV, ICG's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer, or any other person or entity resulting from the gross negligence or willful misconduct of ICG shall not be subject to such limitation of liability.

C. Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

D. Neither party shall be liable for damages to the other party's terminal location, POI or other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damages is caused by such party's gross negligence or willful misconduct.

E. Notwithstanding Sections XXIV.A and XXIV.B, the party providing services under this Agreement, its affiliates, and its parent company shall be indemnified, defended and held harmless by the party receiving such services against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the receiving party's own communications; 2) any claim, loss, or damage claimed by the receiving party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross

negligence or willful misconduct of a supplying party the receiving party shall have no obligation to indemnify, defend and hold harmless the supplying party hereunder.

F. Neither party assumes liability for the accuracy of the data provided to it by the other and each party agrees to indemnify and hold, harmless the other for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data by that party to the other in conjunction with the provision of any service provided pursuant to this Agreement.

G. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding Sections XXIV.A and XXIV.B, each party shall be indemnified, defended and held harmless by the other party or the other party's customer from any and all claims by any person relating to the other party or other party's customer's use of services so provided.

H. No license under patents (other than the limited license to use) is granted by one party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding Sections XXIV.A and XXIV.B, the party providing a service pursuant to this Agreement will defend the party receiving such service against claims of patent infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

1. Modification of the service by someone other than the providing party and /or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or
2. The combination, operation or use of the service with any product, data or apparatus not provided by the providing party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use.

I. Promptly after receipt of notice of any claim or the commencement of any action for which a party may seek indemnification pursuant to this Section XXIV, such party (the "Indemnified party") shall promptly give written notice to the other party (the Indemnifying party") of such claim or action, but the failure to so notify the Indemnifying party shall not relieve the Indemnifying party of any liability it may have to the Indemnified party except to the extent the Indemnifying party has actually been prejudiced thereby. The Indemnifying party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified party shall cooperate with the Indemnifying party's reasonable requests for assistance or information relating to such claim, at the Indemnifying party's expense. The Indemnified party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified party.

J. A party's failure to provide or maintain services offered pursuant to this Agreement shall be excused to the extent such failure is the result of labor difficulties, governmental orders, civil commotion, criminal actions taken against such party, acts of God and other circumstances beyond such party's reasonable control.

XXV. Taxes

A. Definition For purposes of this Section XXV, the terms "taxes" and "fees" shall include but not be limited to federal state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed, either of the parties and measured by the charges of payments, for the services furnished hereunder, excluding any taxes levied on income.

B. Taxes And Fees imposed Directly On Either Seller Or Purchaser

1. Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.
2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.
2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.
3. If the purchasing party determines that in its opinion any such taxes or fees are not lawfully due, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith,

at its own expense. In the event that such contest must be pursued in the name of the providing party, the providing party shall permit the purchasing party to pursue the contest in the name of providing party and providing party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

D. Taxes And Fees Imposed on Seller But Passed On To Purchaser

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall

retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense. In the event that such contest must be pursued in the name of the providing party, providing party shall permit purchasing party to pursue the contest in the name of the providing party and the providing party shall have the opportunity to participate fully in the preparation of such contest.

4. If, after consultation in accordance with the preceding Section XXV.D.3, the purchasing party does not agree with the providing party's final determination as to the application or basis of a particular tax or fee, and if the providing party, after receipt of a written request by the purchasing party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing party, the purchasing party may utilize the dispute resolution process outlined in Section XXI.A of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

5. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery:

6. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

7. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

8. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority, such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation

In any contest of a tax or fee by one party, the other party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each party agrees to indemnify and hold harmless the other party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this Section XXV.

XXVI. Treatment of Proprietary and Confidential Information

A. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other party's employees, contractors, agents or Affiliates (its "Representatives" and with a party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be identified as confidential or proprietary prior to disclosure of the actual Proprietary Information to enable the Receiving party to determine whether it will accept such Proprietary Information and, if accepted, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each receiving party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information to a Commission or the FCC or as required by any governmental authority or applicable law only in accordance with Section XXVI.B.

B. If a Receiving Party desires to disclose or provide to a Commission or the FCC any proprietary information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

If a Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section XXVI with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

C. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

XXVII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XXVIII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXIX. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XXX. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXXI. Notices

A. 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.
3535 Colonnade Parkway
Room E4E1
Birmingham, Alabama 35243
Attn: OLEC Account Team

ICG Telecom Group, Inc.
P.O. Box 6742
Englewood, Colorado 80112
Attn: President

with a copy to:

BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E..
Room 4300
Atlanta, Georgia
Attn: COU General Counsel –
Interconnection

with a copy to:

ICG Communications, Inc.
P.O. Box 155
Englewood, Colorado 80112
Attn: General Counsel

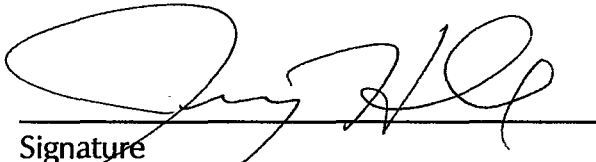
or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. 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.

XXXII. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

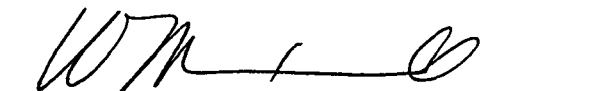
BellSouth Telecommunications, Inc.


Signature

Director
Title

February 24/1997
Date

ICG Telecom Group, Inc.


Signature

President
Title

Feb 14, 1997
Date

ATTACHMENT A
RATES AND CHARGES
Georgia, Kentucky and Tennessee

The following pages set forth the rates and charges applicable in Georgia, Kentucky, and Tennessee, respectively.

RATES AND CHARGES - GEORGIA

CHECK LIST ITEM NUMBER	RATE ELEMENT	PROPOSED RATES	
		MONTHLY RECURRING	NONRECURRING
1. Interconnection &	Interconnection & Reciprocal Compensation		
13. Reciprocal Com-	End Office Interconnection, per mou *	\$ 0.0016	
pensation	Tandem Interconnection, per mou *	\$ 0.0017	
	(Rates apply in addition to end office interconnection rate)		
	- Tandem Switching, per mou *	\$ 0.0017	
	- Common Transport *		
	- Facility Termination, per mou	\$0.00	
	- Per LEG, per mou	\$ 0.00067	
	Intermediary Switching *, (1)	\$ 0.002	
2. Nondiscriminatory	Collocation - Physical *		
Access to	Application Fee		\$ 3,850.00
Network Elements	Space Preparation Fee		ICB
	Space Construction Fee		\$ 4,500.00
	Cable Installation - Per Entrance Cable		\$ 2,750.00
	Floor Space Zone A, Per Square Foot	\$ 7.50	
	Floor Space Zone B, Per Square Foot	\$ 6.75	
	Power, Per AMP	\$ 5.00	
	Cable Support Structure, Per Entrance Cable	\$ 13.35	
	POT Bay (Optional Point of Termination Bay)		
	2-Wire	\$ 0.40	
	4-Wire	\$ 1.20	
	DS1	\$ 1.20	
	DS3	\$ 8.00	
	Cross-Connects		
	2-Wire Analog Cross Connect	\$ 0.30	\$ 12.60
	4-Wire Analog Cross Connect	\$ 0.50	\$ 12.60
	DS1 Cross Connect	\$ 8.00	\$ 155.00 - First
			\$ 27.00 - Add'l
	DS3 Cross Connect	\$ 72.00	\$ 155.00 - First
			\$ 27.00 - Add'l
	Security Escort		
	Basic - 1st half hour		\$ 41.00
	Overtime - 1st half hour		\$ 48.00
	Premium - 1st half hour		\$ 55.00
	Basic - additional		\$ 25.00
	Overtime - additional		\$ 30.00
	Premium - additional		\$ 35.00
"	Collocation - Virtual	Rates as set forth in Section 20 of BST's FCC Tariff No. 1.	
"	Dark Fiber *, (2)		
	- Per each four-fiber dry fiber arrangement	-	\$ 1,808.19 - First
			\$ 922.95 - Add'l
	- Per each fiber strand per route mile or fraction thereof	\$ 241.00	-
* Indicates rates subject to true-up.			
Notes(s):			
1. The Intermediary Charge applies only to intermediary traffic and is applied in addition to applicable local interconnection charges.			
2. Rates mirror Dry Fiber rates contained in Sec. 7 of BST's Interstate Access Tariff, FCC No. 1.			

RATES AND CHARGES - GEORGIA

CHECK LIST		PROPOSED RATES	
ITEM NUMBER	RATE ELEMENT	RATE PER YEAR	NONRECURRING
3. Access to Poles Ducts, Conduits and Rights of Way	Access to Poles, Ducts, Conduits & Rights of Way * - Poles - Conduits, per foot - Work performed by BellSouth employees as developed in accordance with FCC Accounting Rules	\$ 4.20 \$ 0.56	Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BST employees
		PROPOSED RATES	
		MONTHLY RECURRING	NONRECURRING
4. Local Loop Transmission	Unbundled Exchange Access Loops * - 2 Wire Analog Voice Grade Loop - 4 Wire Analog Voice Grade Loop - 2 Wire ISDN Digital - 2 Wire ADSL - 4 Wire ADSL - 4 Wire HDSL - 4 Wire DS1 Digital Grade Loop	\$ 14.22 \$ 22.75 \$ 14.22 \$ 14.22 \$ 22.75 \$ 22.75 \$ 117.00	\$ 50.00 \$ 75.00 \$ 50.00 \$ 50.00 \$ 75.00 \$ 75.00 \$ 665.00 - First \$ 315.00 - Add'l
"	Loop Distribution *, (1) Per Line, per month Nonrecurring Charges	\$ 8.34	\$ 587.00 - First \$ 255.00 - Add'l
"	Loop Cross Connects * - 2 Wire Cross Connect - 4 Wire Cross Connect - DS1 Cross Connect - DS3 Cross Connect	\$ 0.30 \$ 0.50 \$ 8.00 \$ 72.00	\$ 12.60 \$ 12.60 \$ 155.00 - First \$ 27.00 - Add'l \$ 155.00 - First \$ 27.00 - Add'l
"	Loop Concentration (Inside C.O.) * Loop Channelization System Per Circuit	\$ 400.00 \$ 1.15	\$ 525.00 \$ 8.00
"	Network Interface Device	\$ 0.53	
5. Local Transport	Local Transport Common Transport * - Per LEG, per mou - Facility Termination, per mou Dedicated Transport, DS0 equivalent * - Per LINK - Facility Termination, per mou Dedicated Transport - DS1 Level * - Per LINK - Facility Termination Tandem Switching, per mou *	\$ 0.00067 \$ 0.00 \$ 4.38 \$ 0.00 \$ 105.12 \$ 0.00 \$ 0.0017	\$ 24.01 \$ 0.00 \$ 100.49 \$ 0.00
* Indicates rates subject to true-up.			
Note(s):	(1) Applies only to 2 Wire Analog Loops.		

RATES AND CHARGES - GEORGIA

CHECK LIST ITEM NUMBER		PROPOSED RATES	
		MONTHLY RECURRING	NONRECURRING
6. Unbundled Local Switching	Unbundled Local Switching *		
	End Office Switching, usage, per mou (1)	\$ 0.0016	
	Tandem Switching, per mou	\$ 0.0017	
	Unbundled Ports		
	- 2 Wire Analog Port, per line	\$ 1.13	\$ 50.00 - First
			\$ 18.00 - Add'l
	- 4 Wire Analog Port, per line	\$ 1.13	\$ 50.00 - First
			\$ 18.00 - Add'l
	- 2 Wire DID Port, per line	\$ 12.68	\$ 50.00 - First
			\$ 18.00 - Add'l
	- 2 Wire DID Port, per line	\$ 120.00	\$ 230.00 - First
			\$ 200.00 - Add'l
	- 2 Wire ISDN Port, per line	\$ 13.50	\$ 150.00 - First
			\$ 120.00 - Add'l
	- 4 Wire ISDN Port, per line	\$ 308.00	\$ 230.00 - First
			\$ 200.00 - Add'l
	- Rotary Service (hunting), per line	\$ 0.20	\$ 3.00 - First
			\$ 3.00 - Add'l
7 (I) Access to 911 and E911 services	Access to 911 and E911 Services	Billed to appropriate municipality	
7 (II) Access to DA	Directory Assistance Access Service		
	DA Call Completion Access Service, per attempt *	\$ 0.05	
	Number Services Intercept Access Service, per query *	\$ 0.04	
	DA Access Service Call, per call *	\$ 0.20	
	Directory Transport		
	- Sw. Local Channel - DS1 Level, per LC	\$ 133.81	\$ 866.97 - First
			\$ 486.83 - Add'l
	- Sw. Dedicated Transport - DS1 level, Per Mile *	\$ 23.50	
	- Facilities LINK *	\$ 0.00	\$ 100.49
	- Switched Common Transport, per DA Acc. Svc. Minute *	\$ 0.00067	
	- Switched Common Transport, per DA Acc. Svc. Call Mile *	\$ 0.00000	
	- Access Tandem Switching, per DA Acc. Svc. Minute *	\$ 0.0017	
	- DA Interconnection, per DA Acc. Svc. Call	\$ 0.00269	
	- Installation, trunk side svc., per trunk or signaling connection		\$ 915.00 - First
			\$ 100.00 - Add'l
	DA Database Service		
	- Use Fee, per DADS customer's end user request	\$ 0.0350	
	- Monthly recurring charge	\$ 150.00	
	Direct Access to DA Service		
	- DADAS Service Establishment Charge		\$ 1,000.00
	- DADAS Database Service Charge, per month	\$ 5,000.00	
	- DADAS per Query Charge	\$ 0.023	
*Indicates rates subject to true-up.			
Note(s):			
1. Does not include retail services. Retail services are available at wholesale rates.			

RATES AND CHARGES - GEORGIA

CHECK LIST ITEM NUMBER		PROPOSED RATES	
		MONTHLY RECURRING	NONRECURRING
7 (III) Access to	Operator Services		
Operator Call	- Operator Provided Call Handling, per min. *	\$ 0.30	
Completion svcs.	- Fully Automated Call Handling, per attempt *	\$ 0.07	
	- Busy Line Verification Service, per occurrence	\$ 0.90	
	- Emergency Interrupt Service, per occurrence	\$ 1.95	
"	Centralized Message Distribution (CMDS)-Hosting		
	- Message Distribution, per message	\$ 0.004	
	- Data Transmission, per message	\$ 0.001	
"	Non-Sent Paid Report System (NSPRS)		
	- Intrastate, per message	\$ 0.05	
	- CATS, per message	\$ 0.05	
	- Non-Conterminous, per message	\$ 0.16	
	OLEC Daily Usage File (ODUF)		
	- Recording Service (only applied to unbundled operator services messages), per message	\$ 0.008	
	- Message Distribution, per message	\$ 0.004	
	- Data Transmission, per message	\$ 0.001	
8. White Page	Subscriber Listing Information	(1) No charge for customers' primary listings.	
Directory Listings		(2) Additional listings and optional listings are provided at rates set forth in BST's Intrastate General Subscriber Service Tariff.	
9. Access to Tele- phone Numbers	Access to Numbers	No Charge	
10. Nondiscriminatory	Unbundled Signaling *		
Access to	CCS7 Signaling Connections (Links)		
Databases &	"A" Link, per link, per month	\$ 19.97	\$0.00
Associated Signal- ing Necessary for	"B" Link, per link, per month	\$ 25.25	\$0.00
Call Routing &	Signal Transfer Point, per message	\$ 0.00005	
Completion	Signal Control Points / Databases, per message	\$ 0.00075	
	Service Control Points		
	LIDB Validation*		
	- LIDB Validation, per msg.	\$ 0.00075	
	- Orig. Point Code Establishment or Change, per estab. or change		\$ 91.00
* Indicates rates subject to true-up.			

RATES AND CHARGES - GEORGIA

CHECK LIST ITEM NUMBER	RATE ELEMENT	PROPOSED RATES	
		MONTHLY RECURRING	NONRECURRING
10. (Cont'd)	Service Control Points (Cont'd)		
	800 Access Ten Digit Screening Service		
	- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/800 Number Delivery, per message *	\$ 0.00075	
	- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/800 Number Delivery, for 800 Numbers, w/ Optional Complex Features, per message *	\$ 0.00075	
	- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, per message *	\$ 0.00075	
	- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, w/Optional Complex Features, per message *	\$ 0.00075	
	- Reservation Charge per 800 Number reserved		\$ 27.50 - First
			\$ 0.50 - Add'l
	- Establishment Charge per 800 number established w/ 800 Number Delivery		\$ 63.00 - First
	- Est. Charge per 800 number est. w/POTS Number Delivery		\$ 2.00 - Add'l
			\$ 63.00 - First
			\$ 2.00 - Add'l
	- Customized Area of Service Per 800 Number		\$ 3.00 - First
			\$ 1.50 - Add'l
	- Multiple InterLATA Carrier Routing per carrier requested, per 800 number		\$ 3.50 - First
			\$ 2.00 - Add'l
	- Change Charge per request		\$ 42.00 - First
			\$ 0.50 - Add'l
	- Call Handling and Destination Features per 800 number		\$ 3.00
	Selective Routing *		
	Line or PBX Trunk, each	\$0.00	\$ 10.00
11. Number Portability	Interim Number Portability *		
	Remote Call Forwarding (RCF)		
	- Business Line, per number ported	\$ 1.50	
	- Residence Line, per number ported	\$ 1.25	
	- Additional capacity for simultaneous call forwarding, per additional path	\$ 0.50	
	- Rate per order, per end user location		\$ 25.00

*Indicates rates subject to true-up.

RATES AND CHARGES - GEORGIA

		PROPOSED RATES	
CHECK LIST		MONTHLY	
ITEM NUMBER	RATE ELEMENT	RECURRING	NONRECURRING
11. Number Portability (Cont'd)	Interim Number Portability (Cont'd) *		
	Direct Inward Dialing (DID)		
	- Business, per number ported	\$ 0.01	\$ 1.00
	- Residence, per number ported	\$ 0.01	\$ 1.00
	- Rate per order, per end user location		\$ 25.00
	- SPNP-DID Trunk Termination, per trunk	\$ 13.00	\$ 164.00 - Initial
			\$ 83.00 - Subsequent
	- DS1 Local Channel, per Local Channel (1), (2)	\$ 133.81	\$ 866.97 - First
			\$ 486.83 - Add'l
	- DS1 Dedicated Transport (1), (2)		
	- Per mile	\$ 23.50	
	- Facilities LINK	\$0.00	\$ 100.49
12. Local Dialing Parity	Local Dialing Parity	No Charge	
13. Reciprocal Compensation	See Checklist Item #1		
		Discount Rate	
14. Resale	Wholesale Discount as a Percentage of	20.30%	Residential Services
	BST's Retail Services Rates	17.30%	Business Services
*Indicates rates subject to true-up.			
Note(s):			
1. Rates are displayed at the DS1 level.			
2. May not be required if the OLEC is collocated at the ported number end office.			

RATES AND CHARGES - KENTUCKY

NETWORK LOCAL INTERCONNECTION/ELEMENT	Proposed Price - Existing Tariff	Proposed Price - True-Up
Unbundled Loops		
2-Wire Analog Voice Grade Loop, Per Month	\$25.00	\$17.00
Nonrecurring	(\$140.00 1st /45.00 add'l)*	\$58.40
4-Wire Analog Voice Grade Loop, Per Month	\$45.00	\$27.20
Nonrecurring	(\$140.00 1st/45.00 add'l)*	\$58.40
2-Wire ISDN Digital Grade Loop, Per Month		\$27.20
Nonrecurring		\$58.40
2-Wire ADSL/HDSL Loop, Per Month		\$17.00
Nonrecurring		\$58.40
4-wire HDSL Loop, Per Month		\$27.20
Nonrecurring		\$58.40
4-Wire DS1 Digital Grade Loop, Per Month	\$140.00	
Nonrecurring	(\$775.00 1st/335.00 add'l)	
Unbundled Exchange Access IOC		
0 - 8 Miles, Fixed Per Month	\$30.00	
Per Mile, Per Month	\$2.05	
9 - 25 Miles, Fixed Per Month	\$30.00	
Per Mile, Per Month	\$2.00	
Over 25 Miles, Fixed Per Month	\$30.00	
Per Mile, Per Month	\$1.95	
Nonrecurring		
Unbundled Local Switching*		
Unbundled Exchange Ports		
2-wire Analog, Per Month		\$2.70
Nonrecurring		\$50.00 1st/18.00 add'l
4-wire Analog (Coin), Per Month		\$4.00
Nonrecurring		\$50.00 1st/18.00 add'l
4-wire ISDN DS1, Per Month		\$333.00
Nonrecurring		\$230.00 1st/200.00 add'l
2-Wire ISDN Digital, Per Month		\$15.00
Nonrecurring		\$150.00 1st/120.00 add'l
2-Wire Analog Hunting - per line - Per Month		\$.30
Nonrecurring		\$3.00
*Nonrecurring rates for unbundled loops have been adjusted downward during negotiations and are not tariffed rates.		

RATES AND CHARGES - KENTUCKY

NETWORK LOCAL INTERCONNECTION/ELEMENT	Proposed Price - Existing Tariff	Proposed Price - True-Up
Unbundled Local Usage (Restructured Switching)		
End Office Switching Per MOU		\$.00566
Tandem Switching Per MOU		\$.000676
Common Transport Per Mile/MOU		\$.00004
Common Transport Facilities Termination Per Month		\$.00036
Local Interconnection [NOTE 1]		
End Office Switching Per MOU	\$0.00755	
Tandem Switching Per MOU	\$0.000676	
Common Transport Per Mile/MOU	\$0.00004	
Common Transport - Facility Termination Per MOU	\$0.00036	
Intermediary Tandem Per MOU*	\$.002	
Dedicated Transport - DS1		
Per Mile Per Month	\$23.00	
Facility Termination Per Month	\$90.00	
Nonrecurring	\$100.49	
Channelization System - For Unbundled Loops		
Unbundled Loop System (DS1to VG) per sys/per mo. Nonrecurring		\$400.00 \$525.00
Central Office Interface Per Circuit, Per Month Nonrecurring		\$1.15 \$8.00
CCS7 Signaling Transport Service		
Signaling Connection Link, Per Month Nonrecurring	\$155.00 56Kbps/mo \$510.00	
Signaling Termination (Port), Per Month Signaling Usage, Per 56 Kbps Facility, Per Month	\$355.00 STP Port/mo.	\$395.00
800 Access Ten Digit Screening Service		
800/POTS Number Delivery, Per Query	\$.00383	
800/POTS Number Delivery with Optional complex Features, Per Query	\$.00431	
<p>* The tandem intermediary charge applied only to intermediary traffic and is applied in addition to applicable local interconnection charges.</p> <p>NOTE 1: Local Interconnection is defined as the transport and termination of local traffic between facility based carriers.</p>		
Information Database Access Service		
Common Transport, Per Query	\$.00030	

RATES AND CHARGES - KENTUCKY

NETWORK LOCAL INTERCONNECTION/ELEMENT	Proposed Price - Existing Tariff	Proposed Price - True-Up
Validation, Per Query	\$.03800	
Nonrecurring - Establishment or Change	\$91.00	
Operator Services		
Operator Call Processing Access Service		
Operator Provided, Per Minute		
Using BST LIDB		\$1.60
Using Foreign LIDB		\$1.62
Fully Automated, Per Attempt		
Using BST LIDB		\$.09
Using Foreign LIDB		\$.11
Inward Operator Services Access Service		
Verification, Per Call	\$.90	
Emergency Interrupt, Per Call	\$1.95	
Directory Assistance Access Service Calls		
Per Call	\$.271744	
Directory Assistance Database Service		
Use Fee, Per DADS Cust's EU Request/Listing	\$.035	
Monthly Recurring	\$150.00	
Direct Access to Directory Assistance Service (DADAS)		
Database Service Charge, Per Month	\$5,000.00	
Database Query Charge, Per Query	\$0.023	
Nonrecurring - DADAS Service Establishment	\$1,000.00	
DACC Access Service		
Per Call Attempt		\$.25
Recording Cost Per Announcement		
Loading Cost Per Audio Unit		
Number Services Intercept Access Service		
Per Intercept Query		\$.25

RATES AND CHARGES - KENTUCKY

NETWORK LOCAL INTERCONNECTION/ELEMENT	Proposed Price - Existing Tariff	Proposed Price - True-Up
Directory Transport		
Switched Common Transport		
Per DA Service Call	\$0.00030	
Switched Common Transport		
Per DA Service Call Mile	\$0.00004	
Access Tandem Switched		
Per DA Service Call	\$0.00055	
Sw. Local Channel - DS 1 Level, Per Month	133.81/mo.	
Nonrecurring	\$866.91 1st/486.83 add'l	
Sw. Dedicated Transport - DS 1 level, Per Mi/Per Mo.	\$23.00	
Facilities Termination, Per Month	\$90.00	
Nonrecurring	\$100.49	
DA Interconnection per DA Service Call	\$0.00269	
Installation		
NRC - Per Trunk or Signaling Connection	\$915.00 1st/100.00 add'l	
Collocation		
Application		
Per Arrangement / Per Location - Nonrecurring		\$3,850.00
Space Preparation Fee - Nonrecurring		ICB
Space Construction Fee - Nonrecurring		\$4,500.00
Cable Installation - Per Entrance Cable		\$2,750.00
Floor Space Zone A, Per Square Foot, Per Month		\$7.50
Floor Space Zone B, Per Square Foot, Per Month		\$6.75
Power Per AMP, Per Month		\$5.00
Cable Support Structure, Per Entrance Cable		\$13.35
POT Bay (Optional Point of Termination Bay)		
Per 2-Wire Cross - Connect, Per Month		\$0.40
Per 4-Wire Cross - Connect, Per Month		\$1.20
Per DS1 Cross - Connect, Per Month		\$1.20
Per DS3 Cross - Connect, Per Month		\$8.00
Cross-Connects		
2-Wire Analog, Per Month		\$0.30
4-Wire Analog, Per Month		\$0.50
Nonrecurring 2-wire and 4-wire		\$16.00
DS1, Per Month		\$8.00
Nonrecurring		\$155 1st/27.00 add'l
DS3, Per Month		\$72.00
Nonrecurring		\$155 1st/27.00 add'l

RATES AND CHARGES - KENTUCKY

NETWORK LOCAL INTERCONNECTION/ELEMENT	Proposed Price - Existing Tariff	Proposed Price - True-Up
Security Escort		
Basic - 1st half hour		\$41.00
Overtime - 1st half hour		\$48.00
Premium - 1st half hour		\$55.00
Basic - additional		\$25.00
Overtime - additional		\$30.00
Premium - additional		\$35.00

RATES AND CHARGES - TENNESSEE

	PROPOSED RATES		
	MONTHLY /		
UNBUNDLED NETWORK ELEMENTS	RECURRING	NONRECURRING	
AIN RELATED SERVICES			
Mediation (1)	Keep Cost plus reasonable contribution		
Service Creation Tools			
PortEdge Service Limited Service Offering (2)			
1. Service Establishment (per state)			
(a) Initial Setup	--	\$ 300.00	
2. Service Charge			
(a) AdWatch Service (per wire center)	\$ 4.95	\$ 20.00	
(b) DesignEdge Service (per subscriber per state)		\$ 10.00	
3. Port Connection			
(a) Dial/Shared Access	--	\$ 150.00	
(b) ISDN Access	--	\$ 350.00	
4. User Identification Codes			
(a) Per User ID Code	--	\$ 75.00	
5. Security Card (per User ID Code)			
(a) Initial or Replacement	--	\$ 70.00	
6. Storage			
(a) Per Unit	\$ 1.00	--	
7. Session			
(a) Per Minute	\$ 0.03	--	
8. Company Performed Session			
(a) Per Minute	\$ 2.00	--	
DesignEdge Service Limited Service Offering (2)			
1. Service Establishment Charge (per state)			
(a) Initial Setup	--	\$ 500.00	
2. Trigger Access Charge (Per trigger, per DN)			
(a) Terminating Attempt	--	\$ 10.00	
(b) Off-hook Delay	--	\$ 10.00	
(c) Off-hook Immediate	--	\$ 10.00	
(d) 10-digit PODP	\$ 10.00	\$ 15.00	
(e) CDP	--	\$ 10.00	
(f) Feature Code	--	\$ 10.00	
3. Basic Messaging Element Charge			
(a) Per basic messaging element	\$ 0.02	--	
4. DesignEdge Type 1 Node.Charge (per DesignEdge service subscription)-			
(a) Per node, per basic messaging element	\$ 0.005	--	
5. SCP Storage Charge (per PortEdge service account)			
(a) Per 100 Kilobytes (or fraction thereof)	\$ 1.00	--	
6. DesignEdge service Monthly Report			
(a) Per DesignEdge service subscription	\$ 2.00	\$ 8.00	
Notes:			
1. This service is under development.			
2. Based on existing Florida market trial rates - rates may vary depending on cost studies that may be performed prior to providing actual service in Tennessee.			

RATES AND CHARGES - TENNESSEE

	PROPOSED RATES		
	MONTHLY /		
UNBUNDLED NETWORK ELEMENTS	RECURRING	NONRECURRING	
Design Edge Service (Cont'd) (1)			
7. DesignEdge service Special Study			
(a) Per DesignEdge service subscription	—	\$ 10.00	
8. DesignEdge service Call Event Report			
(a) Per DesignEdge service subscription	\$ 2.00	\$ 8.00	
9. DesignEdge service Call Event Special Study			
(a) Per DesignEdge service subscription	—	\$ 10.00	
OLEC DAILY USAGE FILE (ODUF)			
1. Recording Service (only applied to unbundled operator services messages), per message	\$ 0.008		
2. Message Distribution, per message	\$ 0.004		
3. Data Transmission, per message	\$ 0.001		
DARK FIBER (2)			
- Per each four-fiber dry fiber arrangement	—	\$ 1,808.19	- first
		\$ 922.95	- add'l
- Per each fiber strand per route mile or fraction thereof	\$ 241.00	—	
ELECTRONIC INTERFACE	Keep Cost plus reasonable contribution		
LOOP DISTRIBUTION (2W VG) (3)	\$ 14.50	\$ 587.00	- first
		\$ 255.00	- add'l
LOOP CONCENTRATOR/MULTIPLEXER (used "located inside BST central office" as a proxy)			
1. Unbundled Loop Channelization System (DS1 to VG)	\$ 493.00	\$ 525.00	
2. Central Office Channel Interface, per circuit or monthly per circuit rate	\$ 1.46	\$ 8.00	
	\$ 6.60		
SELECTIVE ROUTING (4)			
- Line or PBX Trunk, each	\$ 2.90	\$ 22.00	

Notes:

1. Based on existing Florida market trial rates - rates may vary depending on cost studies that may be performed prior to providing actual service in Tennessee.
2. Rates mirror Dry Fiber rates contained in Sec. 7 of BST's Interstate Access Tariff, FCC No. 1.
3. In addition to the recurring and non-recurring rates for Loop Distribution, BST would utilize its Special Construction process to recover its cost associated with the site preparation work that might be required in those areas where an OLEC wants to connect its feeder plant to BST's distribution element. The estimated costs associated with this work could vary widely from site to site. Therefore, these costs should be borne by the requesting OLEC on a per request basis. Also, BST expects that it will need to modify its ordering, provisioning, maintenance and repair systems, as it becomes technically feasible, in order to accommodate these requests in a fully mechanized mode. These costs, and their recovery mechanism, will need to be considered at the time they are incurred and should be incorporated into any mandated loop distribution offering.
4. Rate base on Customized Code Restriction rates contained in A13 of BST's General Subscriber Tariff and the secondary service ordering rates contained in A4 until costs can be developed.

RATES AND CHARGES - TENNESSEE

	PROPOSED RATES		
	MONTHLY / RECURRING	NONRECURRING	
UNBUNDLED NETWORK ELEMENTS			
LERG REASSIGNMENT	Keep Cost plus reasonable contribution		
ROUTE INDEX PORTABILITY HUB	Keep Cost plus reasonable contribution		
SERVICE PROVIDER NUMBER PORTABILITY - REMOTE			
1. Rate, per ported number	\$ 1.75		
2. Additional capacity for simultaneous call forwarding, per additional path	\$ 0.75		
3. Rate per order, per end user location		\$ 25.00	
SERVICE PROVIDER NUMBER PORTABILITY - DIRECT INWARD DIALED (DID) (1)			
1. Business, per ported number	\$ 0.01	\$ 1.00	
2. Residence, per ported number	\$ 0.01	\$ 1.00	
3. Rate per order, per end user location		\$ 25.00	
4. SPNP-DID Trunk Termination, per trunk	\$ 13.00	\$ 164.00	- first
		\$ 83.00	- add'l
5. DS1 Local Channel, per Local Channel (2)	\$ 133.81	\$ 866.97	- first
		\$ 486.83	- add'l
6. DS1 Dedicated Transport (2)			
- Per mile	\$ 23.50		
- Per facility termination	\$ 90.00	\$ 100.49	
Notes:			
1. Rates are displayed at the DS1-1.544 Mbps level.			
2. May not be required if the OLEC is collocated at the ported number end office.			

ATTACHMENT B-1
LOCAL INTERCONNECTION SERVICE

Service: Local Interconnection

Description Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone company (ICO), or a Mobile Service Provider(MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and Intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges:

Local: No cash compensation initially; see Section IV.C.

Intermediary: \$.002 per minute plus the intermediary switching party's portion, if any, of the cost of transport to a meet point with the other carrier

ATTACHMENT B-1A
FEATURE GROUP INTERCONNECTION COMPENSATION

Compensation for FGIC traffic will be based on percentages of the sum of all switched access elements as reflected in BellSouth's intrastate access tariff.

In the event that a Commission or the FCC modifies the current switched access rate structures, or redirects the allocation of cost recovery between rate elements under the current structure, the parties will renegotiate the percentage of the revenues to be received by the end office party so that the tandem party receives the same net per minute compensation as it did prior to the rate structure modification.

For intrastate FGIC traffic, the percentage of switched access service revenue is:

STATE	LEC B	LEC A
	End Office Company	Tandem Office Company
Alabama	88%	12%
Florida	77%	23%
Georgia	67%	33%
Kentucky	73%	27%
Louisiana	80%	20%
Mississippi	72%	28%
North Carolina	77%	23%
South Carolina	75%	25%
Tennessee	80%	20%

For interstate FGIC traffic the percentage for LEC B is 70% and for LEC A 30%.

Attachment B-2

Local Interconnection Service

Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Sections E3 and E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Sections 3 and 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

Attachment B-3

Local Interconnection Service

Service: Service Provider Number Portability-Remote

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tariff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

State(s):	Per Number Ported, Each	Additional Capacity for Simultaneous Call Forwarding, per Additional Path	Per Order, per end user location
	Monthly Rate	Monthly Rate	Nonrecurring Charge
Alabama	\$1.50	\$0.75	\$25.00
Florida	\$1.50 Business	\$0.50 Business	\$25.00 Business
	\$1.25 Residence	\$0.50 Residence	\$25.00 Residence
Louisiana	\$1.50	\$0.75	\$25.00
Mississippi	\$1.75	\$0.75	\$25.00
N.Carolina	\$1.50	\$0.75	\$25.00
S.Carolina	\$1.50	\$0.75	\$25.00

Attachment B-4

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)*

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

Direct facilities are required from the BellSouth end office where a ported number resides to the ALEC end office serving the ALEC end user.

State(s):	Alabama				Florida			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user	-	-	\$25.00	end user
	-	-	-	location	-	-	-	location
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00	trunk-init.	\$15.00	trunk	\$170.00	trunk-init.
			\$80.00	trunk-sub.			\$86.00	trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First	\$133.81	LC	\$866.97	LC - First
	-	-	\$486.83	LC - Add'l	-	-	\$486.83	LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-	\$16.75	per mile	-	-
	\$90.00	fac. term.	\$100.49	fac. term.	\$59.75	fac. term.	\$100.49	fac. term.

* Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth's Intrastate Access Tariffs.

**May not be required if the ALEC is collocated at the ported number end office.

Attachment B-4

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)* (Cont'd)

State(s):	Louisiana				Mississippi			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$170.00	trunk-init.	\$13.00	trunk	\$150.00	trunk-init.
DS1 Local Channel**	\$133.81	LC	\$86.00	trunk-sub.	\$133.81	LC	\$80.00	trunk-sub.
DS1 Dedicated Transport**	\$16.75	per mile	\$866.97	LC - First	\$23.50	per mile	\$866.97	LC - First
	\$59.75	fac. term.	\$486.83	LC - Add'l	\$90.00	fac. term.	\$486.83	LC - Add'l
			\$100.49	fac. term.			\$100.49	fac. term.

State(s):	N.Carolina				S.Carolina			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00	trunk-init.	\$13.00	trunk	\$164.00	trunk-init.
DS1 Local Channel**	\$133.81	LC	\$63.00	trunk-sub.	\$133.81	LC	\$81.00	trunk-sub.
DS1 Dedicated Transport**	\$23.50	per mile	\$866.97	LC - First	\$23.50	per mile	\$866.97	LC - First
	\$90.00	fac. term.	\$486.83	LC - Add'l	\$90.00	fac. term.	\$486.83	LC - Add'l
			\$100.49	fac. term.			\$100.49	fac. term.

*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

**May not be required if the ALEC is collocated at the ported number end office.

EXHIBIT A

BONA FIDE REQUEST

1. Each party shall promptly consider and analyze access to a new Interconnection or unbundled Network Element with the submission of a Bona Fide Request hereunder.
2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Interconnection or Network Element.
3. The requesting party may cancel a Bona Fide Request at any time, but shall pay the other party's reasonable and demonstrable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation.
4. Within ten (10) business days of its receipt, the receiving party shall acknowledge receipt of the Bona Fide Request.
5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, the receiving party shall provide to the requesting party a preliminary analysis of such Interconnection or Network Element that is the subject of the Bona Fide Request. The preliminary analysis shall confirm that the receiving party will offer the requested Interconnection or access to the Network Element or will provide a detailed explanation as to why such Interconnection or access to such Network Element is not technically feasible and/or that the request does not qualify as a Network Element or Interconnection that is required to be provided under the Act and duly authorized and Effective FCC or Commission rules, regulations or orders. If the receiving party determines that extraordinary circumstances exist and is therefore unable to provide such a preliminary analysis within the 30 day time-frame, the receiving party shall advise the requesting party of the date upon which the preliminary analysis will be available and the circumstances that caused the receiving party to be unable to meet the 30 day deadline.
6. If the receiving party determines that the Interconnection or Network Element that is the subject of the Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing such Interconnection or Network Element upon receipt of written authorization from the requesting party. Such authorization shall include a non-binding estimate, which is reasonable in light of the actual knowledge at the time of such authorization of the individual employees of the requesting party who are responsible for requesting such Interconnection or Network Element from the receiving party, of the quantity, capacity, and/or number of items or units, as applicable, of the Interconnection or Network Element that the requesting party anticipates it may desire over a period of time that is reasonable in light of such knowledge and the nature of the particular Interconnection or Network Element. When it receives such authorization, the receiving party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the parties otherwise agree, the Interconnection or Network Element that is the subject of a Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing an Interconnection or Network Element that is the subject of a Bona Fide Request, the receiving party shall provide to the requesting party a Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of a Bona Fide Request quote, the requesting party must either confirm its order for an Interconnection or Network Element that is the subject of a Bona Fide Request pursuant to a Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a party to a Bona Fide Request believes that the other party is not requesting, negotiating or processing a Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

Attachment C-1

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates: (1) No charge for ALEC-1 customer primary listings.
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

9/3/96

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and _____, a _____ corporation ("CARRIER") agree as follows:

1. **RECITALS.** BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers.

2. **CARRIER OBLIGATIONS.** CARRIER agrees as follows:

(a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for use by BAPCO and its affiliates and agents in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

(b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. **BAPCO OBLIGATIONS.** BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards.

(b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.

4. **PUBLISHING POLICIES.** BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.

5. **LIABILITY AND INDEMNITY.**

(a) BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.

(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or omissions in any listings published hereunder for

CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

6. LIMITATION OF LIABILITY. BAPCO's liability to CARRIER for any errors or omission directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.

7. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

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

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

10. NONDISCLOSURE.

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

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

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary

notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

11. **FORCE MAJEURE**. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

12. **PUBLICITY**. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

13. **REPRESENTATIVES AND NOTICES**.

(a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

(b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface
BellSouth Advertising & Publishing Corporation
Room 270
59 Executive Park South
Atlanta, GA 30329

With Copy to:

Vice President and General Counsel
BellSouth Advertising & Publishing Corporation
Room 430
59 Executive Park South
Atlanta, GA 30329

If to CARRIER:

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

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

**BELLSOUTH ADVERTISING &
PUBLISHING CORPORATION**

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

CARRIER:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

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

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

9. Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters - including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
10. Listed Address: Current address may include street number - street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
11. Service Address: Physical location of the telephone.
12. Community Name: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
13. Zip code: 5 or 9 character code.
14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
15. Directory Name: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

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

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

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

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

REMARKS SECTION (As required)

27. Remarks: Free flow field used by Carrier for any additional information

PRIVATE/PROPRIETARY

Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement.

BAPCO Deliverables

Publication Schedules

BAPCO will provide to all carriers a printed copy of the publication schedules for all directories within the area served by the carrier. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

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

Yellow Pages Headings

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

Coverage Maps

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

Central Office Table

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

Listing Specifications

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

Abbreviation Table

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

Foreign Directory Name Table

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

Customer Guide Pages Appearance Procedures

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

Attachment C-2

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

State(s): All

Rates: No Charge

Attachment C-3

Unbundled Products and Services and New Services

Service: Access to 911 Service

Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to it's serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rates: Will be billed to appropriate municipality.

Attachment C-4

Unbundled Products and Services and New Services

Service: 800 Database

Description: Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.

800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.

ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.

State(s): All

Rates, Terms and Conditions:

In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

Attachment C-5

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)- Storage Agreement

Description: The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-6 following.

State(s): All

Rates: No Charge

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

This Agreement, effective as of _____, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____ ("Local Exchange Company"), a _____ corporation. their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST 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 Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it

includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 19 __, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST 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 the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise

specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

(Facilities Based)

**ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company 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 the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by the Local Exchange Company which 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 the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

- A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.
- B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused

by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

(Resale)

**ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which 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 the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

Attachment C-6

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

State(s): All

Rate Elements	Description	Monthly	Non-Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.	\$0.00030	—
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB. As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.	\$0.03800	—
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	—	\$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E5.3 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

Attachment C-7

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections.	\$155.00	—	\$510.00	56 Kbps facility
CCS7 Signaling Termination - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355.00	—	—	STP Port
CCS7 Signaling Usage* - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	—	\$0.000023 \$0.000050	— —	Call Set Up Msg. TCAP Msg.
CCS7 Signaling Usage Surrogate*	\$395.00	—	—	56 Kbps facility
*Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.				

Attachment C-8

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.	Alabama	\$0.06	Per Call Attempt
	Florida	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	N.Carolina	\$0.08	Per Call Attempt
	S.Carolina	\$0.08	Per Call Attempt
Fully Automated Call Handling	All	\$0.15	Per Attempt
Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.			

Attachment C-9

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	Optional service provided to an Access subscriber of BellSouth's DA Access Service. Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested. All local and intralata call completion attempts are routed over an intertoll trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.	All	\$0.25 (per call attempt)
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.	Alabama Florida Louisiana Mississippi N.Carolina S.Carolina	\$0.06 \$0.06 \$0.06 \$0.06 \$0.08 \$0.08
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers. A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.	All	\$0.25 (per intercept query)
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's, Inc.'s Interstate Access Service Tariff F.C.C. No.1.		

Attachment C-10

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.

State(s): All

Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.

Attachment C-11

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Sent Paid Report System described in Attachment C-12 following.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

Attachment C-12

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS - intrastate FL and NC	\$0.066	message
NSPRS - intrastate all other BellSouth states	\$0.05	message
NSPRS - CATS	\$0.05	message
NSPRS - non-conterminous	\$0.16	message

Contract Provisions for RAO Hosting and NSPRS

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

- G. Revenue Accounting Office (RAO) Status Company** is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01** RAO Hosting and NSPRS services provided to the ALEC 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.
- 3.02** The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01** Applicable compensation amounts will be billed by BellSouth to the ALEC 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.

SECTION 5. ASSOCIATED EXHIBITS

- 5.01** Listed below are the exhibits associated with this Agreement.

Exhibit A **Message Distribution Service (RAO Hosting)**

Exhibit B **Intercompany Settlements (NSPRS)**

- 5.02** From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 6. TERM OF AGREEMENT

6.01 This agreement is effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____ day of _____, 1996.

WITNESS:

THE ALEC

(title)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

(title)

SECTION 1. SCOPE OF EXHIBIT

- 1.01** This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:
- 1)** Message Forwarding to Intraregion LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
 - 2)** Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on to CMDS.
 - 3)** Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01** An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) 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 BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02** BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03** BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04** All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

- 2.05 All data received from the ALEC 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 BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC 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.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC 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 the ALEC to notify all affected parties.
- 2.11 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 the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) 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.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC 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, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 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.

SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
------------------	---------

- 3.03** Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC 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 the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.04** All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

Exhibit B

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:
- 1) a BellSouth customer,
 - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
 - 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
 - 4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
 - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
 - 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).

4) **Non-Toll Service Charges** billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).

5) **Directory Assistance Call Charges** to a calling card or to a third number as approved by the authorized regulatory commission.

2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

1) BellSouth,

2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),

3) another company within the conterminous United States that utilizes CMD5 directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).

2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

	<u>Rate Per message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.0666
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.16

Attachment C-13

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

State(s): All except Florida: In all states except Florida, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's, Inc. Interstate Access Service Tariff, FCC No. 1.

State: Florida In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: To be negotiated

BellSouth Telecommunications
Negotiations Handbook
for
Collocation

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Preface

This handbook describes BellSouth's Collocation offerings and contains general guidelines for ordering, provisioning and maintenance of these offerings. By design, this document does not contain detailed descriptions of network interface qualities, network capabilities, local interconnection or product service offerings. This document does not represent a binding agreement in whole or in part between BellSouth and subscribers of BellSouth's Collocation services.

Based on the nature of your business, you will find a list of contacts included for your convenience in discussing the above items.

Introduction

BellSouth offers Virtual Expanded Interconnection from the FCC #1 tariff and from the Florida State Access E tariff. In addition, BellSouth will negotiate Physical Collocation on a first come, first serve basis, depending on space availability.

Service Description

Virtual Expanded Interconnection Service (VEIS)

VEIS is a tariffed offering which provides for the placement of collocator-owned facilities and equipment in BellSouth Central Offices and the interconnection of this equipment to BellSouth Switched and Special Access Services. Equipment that is part of a VEIS arrangement is most commonly located in the BST equipment line-up.

With VEIS, the collocator places fiber optic cable outside the central office to a designated interconnection point, such as a manhole. The collocator will provide the entrance fiber between the interconnection point and the collocation equipment arrangement inside the central office, cabling from the arrangement to the BST cross-connect point, and cabling from the arrangement to the BST provided power source. BellSouth will lease the entrance fiber, cabling and equipment placed by the collocator for the nominal fee of one dollar.

Alarming and monitoring of the collocated equipment is the responsibility of the collocator. BellSouth will perform all maintenance and repair on collocator equipment once notified by the collocator that such work is necessary. For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference Section 20 of BellSouth's FCC #1 tariff or section 20 of BellSouth's Florida Dedicated Access Tariff.

Physical Collocation

By definition, Physical Collocation goes beyond the arrangement described above. Physical Collocation offers leased Central Office space for either Expanded Interconnection (EIS) or for Service Interconnection (SI). Expanded Interconnection is the placement of private entrance facilities and equipment owned by third parties, interconnected to BellSouth's tariffed services. Service Interconnection allows for the placement of equipment owned by third parties, interconnected to BellSouth tariff services, without private entrance facilities.

Unlike VEIS, the equipment placed as part of a Physical Collocation arrangement will be placed in floor space separated from BST equipment by common fire wall protection and will be fully owned, maintained, and repaired by the collocator or their approved agent. The equipment compliment may include transmission equipment, switching equipment, routers, PCs and modems.

Service Descriptions

Physical Collocation (cont.)

As with VEIS, all equipment placed as part of a collocation arrangement must be installed by a BellSouth certified vendor and must meet NEBS standards. A steel gauge cage may be purchased from BellSouth to house the equipment arrangement at the request of the collocater for an additional fee.

Rate Components

The rate element components of Virtual Collocation are contained in BellSouth's FCC #1 tariff, Section 20 and in the Florida Dedicated Services tariff, Section 20. Physical collocation offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all arrangements and will be marked by an **(R)** next to the item in the descriptions following.

Application fee (R)

The application fee is required for all collocaters to cover the engineering and administrative expense associated with your application inquiry. This fee is a one time charge per request, per C.O. for each new VEIS / EIS / IS service request. No application fee is required for updates, amendments or supplements to service requests in progress. A subsequent request by the same customer in the same C.O. will be treated as "new" if the initial VEIS / EIS / IS request has completed and is in service. The Application fee must be paid upon submission of an application to indicate a bona fide request.

Floor Space (R)

This component covers the square footage for the equipment rack(s) and POT bay for your arrangement plus a factor of 25% when no cage is present, or will include the enclosure square footage when a cage is utilized. When a cage is not requested, square footage will be calculated based on the shadow print of your equipment racks and POT bay times the factor of 1.25 to compensate for maintenance walk-around space for your equipment. If you require administrative space for your arrangement, i.e. a desk or terminal stand, you will be required to purchase a cage enclosure.

The floor space charge also covers lighting, heat, air conditioning, ventilation and other allocated expenses associated with the central office building and will commence billing the day the allocated space is turned over to the collocater for occupancy. The floor space element does not include the amperage required to power the collocated equipment.

Rate Components (cont.)

Power (R)

The amps required to power the collocated equipment will be charged per ampere based on equipment manufacturers specifications for maximum power requirement.

Cross-connect (R)

This element provides the one-for-one interconnection to BellSouth's tariffed Switched and Special Access service offerings (i.e. DS0, DS1 or DS3 services) or Unbundled service elements (voice grade 2-wire or 4-wire unbundled loop, port). It is a flat rate, non-distance sensitive charge and will be applied on a per circuit order basis.

Cable Installation

The cable installation charge applies only to collocators who provide private entrance facilities to their collocated equipment. This is a one time (non-recurring) charge per cable, per installation to arrange the punch through to the manhole, pull fiber cable length from the serving manhole to the Central Office cable vault, perform splicing to collocator provided fire retardant riser, and pull cable length through cable support structure to the collocation arrangement location.

Cable Support Structure

The component covers the use and maintenance of the Central Office duct, riser and overhead racking structure when the collocator has elected to provide private entrance to their equipment. This is a nominal monthly recurring charge.

Space Preparation fee

This one time fee per arrangement, per location covers the survey, engineering, design, and building modifications for the shared physical collocation area within a central office. BellSouth will pro rate the total space preparation costs among all collocators at that location based on the number of square footage requested. This charge may vary dependent on the location and the type of arrangement requested. The Space preparation charge is payable in full before cage construction or equipment installation begins.

Space construction fee

This element applies to physical collocation arrangements only and will vary based on the type of arrangement requested. The fee covers the materials and installation of optional steel gauge caging, C.O. grounding, fluorescent lighting, floor treatment, power outlet, extension of environmental alarms and other incremental materials cost charged on a per square foot basis.

Rate Components (cont.)

POT bay

BellSouth requires the use of a Point of Termination Bay (POT bay) for demarcation with physical collocation. The collocator may elect to provide their own POT bay, or may purchase the functionality from BellSouth on a per cross-connect basis for an additional incremental charge.

Security Escort (R)

A security escort will be required for all equipment inspections under VEIS and for maintenance, repair or provisioning visits by a collocator or their agent under physical collocation for some central offices based on office configuration. The charge is based on half hour increments.

Additional Engineering

This charge may apply for modifications to an application in progress which results in architectural, design or engineering changes. The charge may also apply to incidental engineering and design for physical collocation space when a full space construction charge does not apply.

Administrative reporting

Collocators who request administrative reports will be assessed a report fee on a per occurrence basis.

General Terms and Conditions

Application for service

The application for collocation is a two-phased process consisting of an Application Inquiry and a Firm Order. To obtain a copy of BellSouth's application form, see page 10 of this document. Prior to negotiations for equipment placement, the inquiry document must be submitted for review and planning by the Central Office equipment engineers, space planners and facility planners. Based on the feedback from these sources, BellSouth will respond to the application in writing.

Following the collocater's review of BellSouth's response, a Firm Order may be submitted for each location for which the collocater wishes to proceed. The Firm Order may be submitted on the same form used during the Inquiry phase, provided all necessary revisions are clearly marked to indicate the applicants finalized plans. A detailed equipment drawing must accompany the Firm Order Request. The application fee referenced in the previous section must also accompany each application as indication of a bona fide request.

Assignment of space

BellSouth will assign space for collocation based on space availability and on a first come, first serve basis. For physical collocation, a customer may opt for a cage enclosure which will be offered as a 100 square foot minimum based on space availability within the area designated for physical collocation.

A collocater requesting more than a 100 square foot cage module will be offered contiguous space where available. Where contiguous space is unavailable, the collocater may elect the construction of two separate enclosures and may interconnect its arrangements one to another.

If BellSouth determines there is insufficient space within a central office to accommodate physical collocation, BellSouth will provide Virtual Expanded Interconnection in accordance with existing regulatory requirements.

Occupancy of space

The collocater must commence equipment installation within 180 days from the date space is made available by BellSouth or forfeit the right to use the space.

Pricing structure

BellSouth offers a pricing plan which meets the specifications of the 1996 Legislative Act. The plan features zone and location based pricing some recurring elements and offers the optional purchase of a caged enclosure.

General Terms and Conditions (cont.)

Equipment installation

The collocator must select an equipment installation vendor who has achieved BellSouth Certified Vendor status to perform all engineering and installation work associated with the equipment collocation arrangement. This ensures BellSouth's standards for safety and quality will be met. A list of certified vendors is contained in the Appendix of this document.

The Certified Vendor is responsible for installing the collocation equipment and components, running power feed(s) to the BellSouth BDFB, performing operational tests after the equipment installation is completed, and notifying the local BellSouth Equipment Engineer and the Collocator upon successful completion of the installation and acceptance testing. Arrangements must be made such that the Collocator is billed directly by the Certified Vendor for activities associated with the arrangement installation.

Alarm and monitoring

The collocator is responsible for the placement and monitoring of their own remote environmental and equipment alarms. BellSouth will place environmental alarms in collocation areas for its own use and protection. Upon request, BellSouth will provide remote monitoring circuits at the tariff rate for the service requested.

Inspections

BellSouth will conduct an inspection of the collocator's equipment and facilities between the time of the initial turn-over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification. BellSouth reserves the right to conduct inspections without prior notification to ensure compliance to the terms and conditions of the tariff or agreement. Collocator personnel have the right to be present for inspections.

A collocator may inspect their virtual collocation arrangement upon completion of the arrangement installation. A security escort will be required. Any additional inspections must be coordinated with BellSouth and will also require a security escort.

Commencement Date

The date which the collocator and BellSouth jointly certify the interconnector's equipment is operational will be the commencement date.

General Terms and Conditions (cont.)

Insurance

BellSouth will require \$25 million in comprehensive general liability insurance and workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident, \$100,00 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self insurance on a case by case basis. BellSouth may not consent to an interconnector's assumption of the entire \$25 million of liability in lieu of general coverage.

Insurance coverage must be in effect on or before the date of occupancy (equipment delivery) and must remain in effect until departure of all collocator personnel and property from the central office.

Ordering Interconnected service

A collocator may interconnect to special and switched access services from BellSouth's FCC #1 at the DS3, DS1 and equivalent DS0 cross-connect level. Interconnection is also available to Unbundled loops and ports from the State Access E tariff / State Dedicated Services E tariff for certified ALECs only. Please ask your BellSouth contact for state specific information.

Services to be interconnected to a collocation arrangement must be submitted on Access Service Request (ASR) forms using industry standards and code sets for accurate and complete requests. For information regarding the ASR ordering process and field definitions, please reference the Access Service Ordering Guide, BellCore's Special Reports SR STS-471001 and 471004.

Assignment of facilities

When a customer orders a service which interfaces at an end customer location at the same level as the cross-connect purchased, BellSouth will assign facilities within its network and provide the interconnection information on the Design Layout Record (DLR). When a customer orders cross-connects at a higher interface level than the service purchased for the end customer, the ordering customer must provide BellSouth with the circuit facility assignment.

Liability

The collocator is responsible and accountable for the actions of their employees and their agents. The collocator will be required to pay liquidated damages to BST for damage to BST property, equipment or facilities as a result of the actions or behaviors of either the collocator employees or their agents.

General Terms and Conditions (cont.)

Access to BellSouth Central Offices

Only BellSouth employees, BellSouth certified vendors, Collocator employees and their authorized agents are permitted in BellSouth Central office buildings. All collocators are required to provide their employees and authorized agents a picture identification. This identification must have the employee name and company name clearly printed and must be visible at all times while the individual is inside a BellSouth facility. Manned offices will afford 24 hour, 7 day per week access without prior arrangements. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for building access.

Recovery of extraneous expenses

Should BellSouth discover, upon beginning construction for physical collocation space, that unexpected major renovation or upgrade will be required to one of the following in order to facilitate physical collocation, BST will share the costs of these expenses among collocators based on the number of square footage being requested: ground plane addition, asbestos abatement, mechanical upgrade, major HVAC upgrade, separate egress, ADA compliance.

Cancellation of a request in progress

If a collocator cancels an in-progress firm order request, the collocator will be responsible for reimbursing BST for expenses incurred to date. If the collocator has prepaid all or a portion of the non-recurring fees, BellSouth will refund the amount not expended as of the date of the cancellation.

Conversion of Virtual to Physical Collocation

Collocators who have existing VEIS arrangements may convert these arrangements to physical collocation provided the terms and conditions for physical collocation are met. The collocator will be responsible for the payment of BellSouth fees associated with physical collocation, rearrangement of existing services and vendor costs for the relocation of equipment.

Special Reports

BellSouth will negotiate with requesting parties in the development of administrative reports, based on the availability of the data being requested. A fee structure will be based on the complexity of the request and resources required to produce the report(s).

Negotiation Contacts

For ALEC initial contact:

Contact Name
Bob Scheye

Telephone
404 420-8327

For all IXC, CAP, and subsequent ALEC contacts: :

<u>Contact Name</u>	<u>Telephone</u>	<u>Pager Number</u>	<u>Fax Number</u>
Rich Dender	205 977-5966	1-800-729-1371	205 977-0037
Nancy Nelson *	205 977-1136	1-800-729-1380	205 977-0037

*Collocation Coordination Center Manager

For * BBS End User Customers * Third Party Agents * Solutions Providers

General information:

<u>Contact Name</u>	<u>Telephone</u>	<u>Fax Number</u>
Tony Saberre	205 985-6195	205 985-1900

Or contact your account representative.

To obtain a copy of BellSouth's Application / Inquiry document:

Contact: Nancy Nelson
(205) 977-1136
Room E4E1 South
3535 Colonnade Drive
Birmingham, Alabama

**Physical Collocation
BellSouth Certified Vendor List
For Engineering and Installation of Collocation Arrangements**

<u>Company Name</u>	<u>Contact Name</u>	<u>Telephone</u>
ADC Communications	Ken Reeves Doug Guidry	800 223-9773 318 684-2860
Alcatel	Ed Boatwright FL Alex Baber FL	404 270-8335 800 869-4869
E F & I Services Co.	Reed Tillis	904 355-7930
Lucent Technologies, Inc.	Jerry Jones KY Mike Harrington MS George Ferguson MS James McGarity GA Janet Hallford GA Charlotte office NC Charlotte office NC Other areas NC Adrian Dye SC Alabama office AL	502 429-1346 601 544-7530 601 949-8275 404 573-4120 404 573-6945 704 596-0092 704 598-0750 910 299-0326 803 926-5213 205 265-1291
Mintel	Richard Becht	800 875-6468 404 923-0304
North Supply / DA TEL FiberNet, Inc.	Terry Fowler Doug Sykes	800 755-0565 205 942-4411
Quality Telecommunications, Inc.	Jerry Miller	770 953-1410
Rapid Response Communications	Ted Pellaux	615 546-2886
Six "R" Communications, Inc. (NC and SC only)	Ken Koontz Dick Phillips	704 535-7607 704 289-5522
Tele-Tech Company	Karl Bush KY Bob Burch	606 275-7505 606 275-7502
W.E. Tech, Inc.	Wes Evans	305 587-6996

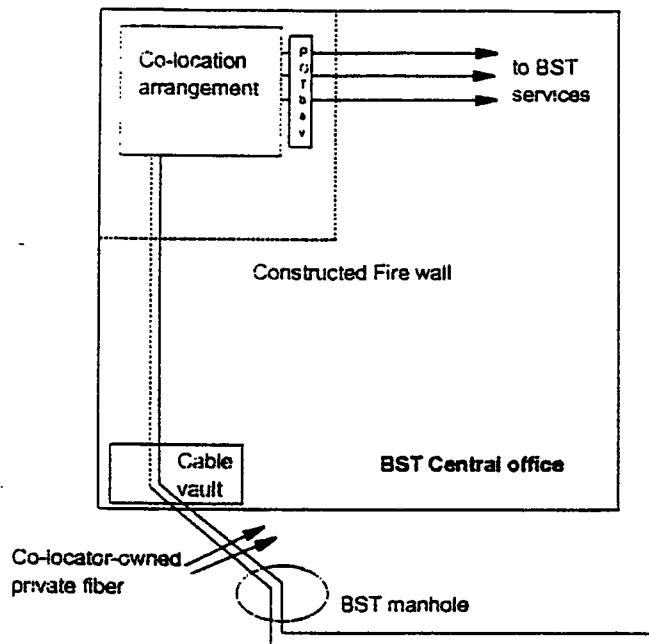
**BellSouth Physical Collocation
Central Office Exemptions
(through September 1994)***

<u>State</u>	<u>City</u>	<u>Central Office</u>	<u>CLLI</u>
Alabama	Birmingham	Five Points South Main and Toll Riverchase	BRHMALFS BRHMALMT BRHMALRC
	Huntsville	Redstone Arsenal	HNVLALMA
Florida	Chipley	Jackson	CHPLFLJA
	Gainesville	Main	GSVLFLMA
	Jacksonville	Mandarin Avenues	MNDRFLAV
		San Jose	JCVLFLSJ
		South Point (JT Butler)	JCVLFLJT
	Jupiter	Main	JPTRFLMA
	Lake Mary	Main (Heathrow)	LKMRFLMA
	Lynn Haven	Ohio Avenue	LYHNFLOH
	North Dade	Golden Glades	NDADFLGG
	Pensacola	Ferry Pass	PNSCFLFP
	West Palm Beach	Gardens	WPBHFLGR
		Royal Palm	WPBHFLRP
Georgia	Austell	Main	ASTLGAMA
	Tucker	Main	TUKRGAMA
Kentucky	Louisville	Armory Place	LSVLKYAP
		Bardstown Road	LSVLKYBR
		Westport Road	LSVLKYWE
	Paducah	Main	PDCHKYMA
North Carolina	Charlotte	Reid Road	CHRLNCRE
		Research Drive (Univ.)	CHRLNCUN
	Greensboro	Airport	GNBONCAP
	Pembroke	Central	PMBRNCCE
South Carolina	Columbia	Senate Street	CLMA\$CSN
	Greenville	Woodruff Road	GNVLSCWR
Tennessee	Memphis	Main	MMPHTNMA
		Midtown	MMPHTNMT
		Southside	MMPHTNST

* BellSouth ceased qualifying C.O.'s September 1994 due to elimination of physical offering.

Physical Co-location: Expanded Interconnection

With Expanded Interconnection, the co-locator is "expanding" their private network to interconnect with BellSouth's network. Therefore, private fiber is placed to the central office and pulled through to the co-location arrangement. The co-locator places their equipment in leased floor space and purchases cross-connects to BellSouth's transport services.

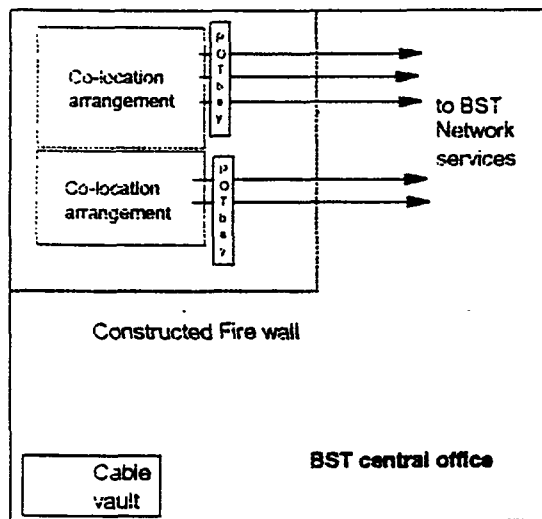


<u>Elements</u>	<u>Type of charge</u>
Application fee	NRC
Space preparation fee	NRC
Space construction fee *	NRC
Cable Installation fee	NRC
Cable support structure	RC
Floor space / per square foot includes environmental	RC
Floor space - power / per ampere	RC
Cross-connects	RC
Security escort / per 1/2 hour	(as required)

* Applies for optional cage construction only

Physical co-location: Service Interconnection arrangement

With a Service Interconnection arrangement, the co-locator places their equipment in leased floor space and purchases cross-connects to BellSouth's Transport services. For this arrangement, BellSouth will request a minimum 24 month contract for both the floor space and transport services, as well as a minimum number of interconnected DS1 or DS3 services.



<u>Elements</u>	<u>Type of charge</u>
Application fee	NRC
Space preparation fee	NRC
Space construction fee *	NRC
Floor space / per square foot includes environmental	RC
Floor space - power / per ampere	RC
Cross-connects	RC
Security escort / per 1/2 hour	(as required)

* Required only for optional cage construction

Rates for Negotiated Interconnection

Rate Element	Application/Description	Type of charge	Rate
Application Fee	Applies per arrangement per location	Non recurring	\$ 3,848.30
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Non recurring	ICB *(1) Will not be less than \$1,788.00
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Non recurring	\$ 29,744.00 *(2)
Cable Installation Fee	Applies per entrance cable	Non recurring	\$ 4,650.00
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$9.31 / \$8.38 *(3)
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$ 5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT bay	Optional Point of Termination bay; rate is per DS1 / DS3 cross-connect respectively	Monthly Recurring	\$1.20 / \$5.00 *(4)
Cross-connects	Per DS1 / DS3 respectively	Monthly Recurring	\$ 9.28 / \$ 72.48
Security escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P).	As required This is a tariffed charge.	\$41.00 / \$25.00 B \$48.00 / \$30.00 O \$55.00 / \$35.00 P

Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested C.O.

Note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure.

Note 3: See attached list for zone A offices as of May 1996. This list will be amended monthly.

Note 4: Applies when collocator does not supply their own POT bay.

BellSouth Zone A Offices May 1996

EX=Exempt from Physical

STATE	CITY	OFFICE	CLLI / STATUS
AL	Birmingham	Main & Toll	BRHMALMA EX
	Montgomery	Main & Toll	MTGMALMT
	Mobile	Azalea	MOBLALAZ
FL	Boca Raton	Boca Teeca	BCRTFLBT
	Fort Lauderdale	Main Relief	FTLDFLMR
		Cypress	FTLDFLCY
		Plantation	FTLDFLPL
	Jacksonville Beach	Main	JCBHFLMA
	Jacksonville	Arlington	JCVLFLAR
		Beachwood	JCVLFLBW
		Clay Street	JCVLFLCL
		Southpoint	JCVLFLJT EX
		Normandy	JCVLFLNO
		Riverside	JCVLFLRV
		San Jose	JCVLFLSJ EX
		San Marco	JCVLFLSM
		Westconnett	JCVLFLWC
		Mandarin Avenues	MNDRFLAV EX
		Mandarin Loretto	MNDRFLLO
	Lake Mary	Lake Mary	LKMRFLMA EX
	Miami	Grande	MIAMFLGR
		Palmetto	MIAMFLPL
		Alhambra	MIAMFLAE
		Bayshore	MIAMFLBA
		Metro	MIAMFLME
	Melbourne	Main	MLBRFLMA
	Orlando	Magnolia	ORLDFLMA
		Azalea Park	ORLDFLAP
		Sand Lake	ORLDFLSL
		Pinecastle	ORLDFLPC
		Pinehills	ORLDFLPH
	West Palm Beach	Annex (Main Annex)	WPBHFLAN

<u>STATE</u>	<u>CITY</u>	<u>OFFICE</u>	<u>CLLI / STATUS</u>
GA	Athens	Athens	ATHNGAMA
	Atlanta	Courtland St	ATLNGACS
		Peachtree Pl	ATLNGAPP
		Buckhead	ATLNGABU
		East Point	ATLNGAEP
		Toco Hills	ATLNGATH
		Sandy Springs	ATLNGASS
	Lilburn	Lilburn	LLBNGAMA
	Smyrna	Power Ferry	SMYRGAPF
		Smyrna Main	SMYRGAMA
	Tucker	Tucker Main	TUKRGAMA EX
	Roswell	Roswell Main	RSWLGAMA
	Norcross	Norcross Main	NRCRGAMA
	Marietta	Marietta Main	MRRTGAMA
	Dunwoody	Dunwoody Main	DNWDGAMA
	Alpharetta	Alpharetta Main	ALPRGAMA
	Columbus	Columbus Main	CLMBGAMT
KY	Louisville	Armory Place	LSVLKYAP EX
		Westport Rd	LSVLKYWE EX
		Beechmont	LSVLKYBE
		Bardstown Road	LSVLKYBR EX
		Fern Creeek	LSVLKYFC
		JTOWN	LSVLKYJT
		Mathews	LSVLKYSM
		Third Street	LSVLKYTS
LA	New Orleans	Main	NWORLAMA
	Baton Rouge	Main	BTRGLAMA
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA
	Jackson	Cap Pearl	JCSNMSCP
	Vicksburg	Vicksburg	VCBGMSMA
NC	Cary	Central	NARYNCCE
	Chapel Hill	Rosemary	CPHLNCRO
	Charlotte	Caldwell	CHRLNCCA
		South Boulevard	CHRLNCB0

<u>STATE</u>	<u>CITY</u>	<u>OFFICE</u>	<u>CLLI / STATUS</u>
	Charlotte (cont.)	Derita	CHRLNCDE
		Erwin	CHRLNCER
		Lake Point	CHRLNCPL
		Reid	CHRLNCRE EX
		Sharon Amity	CHRLNCSE
		University	CHRLNCUN EX
	Greensboro	Eugene St	GNBONCEU
	Raleigh	Morgan	RLGHNCMO
		New Hope	RLGHNCHO
	Salisbury	Main	SLBRNCMA
	Winston Salem	Fifth Street	WNSLNCFI
	Ashville	O'Henry	AHVLNCOH
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN EX
		At. Andrews	CLMASCSA
	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCWR EX
	Spartenburg	Main	SPBGSCMA
TN	Knoxvill	Main	KNVLTNMA
	Memphis	Bartlett	MMPHTNBA
		Chickasaw	MMPHTNCT
		Eastland	MMPHTNEL
		Germantown	MMPHTNGT
		Main	MMPHTNMA EX
		Oakville	MMPHTNOA
		Southland	MMPHTNSL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
		Crieve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNIN
		Sharondale	NSVLTNST
		University	NSVLTNUN

Attachment C-14

Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

Rates, terms and conditions: This service will be provided via a Standard License Agreement.

Attachment C-15

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

State(s):	Alabama			Florida		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$17.00	\$140.00	\$45.00
Unbundled Exchange Access IOC						
- Fixed	\$30.00	\$97.00	N/A	\$28.50	\$87.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$1.65	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$1.60	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.55	N/A	N/A

State(s):	Louisiana			Mississippi		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC						
- Fixed	\$30.00	\$100.00	N/A	\$30.00	\$96.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.95	N/A	N/A

State(s):	N.Carolina			S.Carolina		
	Monthly	Nonrecurring Charges		Monthly	Nonrecurring Charges	
Rate Elements		First	Add'l		First	Add'l
Unbundled Exchange Access Loop	\$30.03	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC						
- Fixed	\$11.85	\$71.87	N/A	\$50.00	\$97.00	N/A
- 1 - 8 Miles	\$2.15	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.15	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$2.15	N/A	N/A	\$1.95	N/A	N/A

Attachment C-16

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description: This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rate elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.

State(s)		Alabama			Florida		
Rate Elements		Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System		\$575.00	\$525.00	N/A	\$555.00	\$490.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit		\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00

State(s)		Louisiana			Mississippi		
Rate Elements		Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System		\$530.00	\$510.00	N/A	\$560.00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit		\$1.60	\$8.00	\$8.00	\$1.70	\$6.00	\$6.00

State(s):		N.Carolina			S.Carolina		
Rate Elements		Monthly Rate	Nonrecurring First	Charge Add'l	Monthly Rate	Nonrecurring First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System		\$545.00	\$475.00	N/A	\$520.00	\$480.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit		\$1.65	\$7.00	\$7.00	\$1.60	\$6.00	\$6.00

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama			Florida	
Rate Elements	Rate	Per	Rate Elements	Rate
Monthly (1)			Monthly	
Residence Port	\$2.50		Residence Port	\$2.00
Business Port	\$7.00		Business Port	\$4.50
PBX Trunk Port (2,3,4)	\$7.00		PBX Trunk Port	\$7.50
Rotary Service	\$2.00		Rotary Service	\$2.00
Primary Rate ISDN NAS (5,6)	\$20.00			
Usage-Mileage Bands			Usage-(STS)	
A (0 miles)	\$0.02	Init.min.	- Init. min.	\$0.0275
	\$0.01	Add'l min.	- add'l min.	\$0.0125
B (1-10 miles)	\$0.04	Init.min.		
	\$0.02	Add'l min.		
C (11-16 miles)	\$0.06	Init.min.		
	\$0.04	Add'l min.		
D (17-22 miles & existing LCA described in A3.6 greater than 22 mi.)	\$0.10	Init.min.		
	\$0.07	Add'l min.		
E (23-30 miles)	\$0.10	Init.min.		
	\$0.10	Add'l min.		
F (31-40 miles)	\$0.10	Init.min.		
	\$0.10	Add'l min.		
G (Special Band) (7)	\$0.10	Init.min.		
	\$0.10	Add'l min.		

NOTES:

- (1) Nonrecurring Charges, as displayed in Table I on Page 3, and Usage Charges, as displayed on this page, apply in addition to monthly rates.
- (2) Applies per outgoing, incoming or 2-way trunk port.
- (3) DID requires rates and charges as indicated in Table II on Page 3 in addition to the PBX Trunk Port rates.
- (4) IOD requires rates and charges as indicated in Table III on Page 3 in addition to the PBX Trunk Port rates.
- (5) Applies per outgoing, incoming or 2-way voice grade equivalent.
- (6) Primary rate ISDN requires a primary rate interface in addition to the primary rate ISDN NASes.
Additional charges also apply per Primary Rate B-Channel, Call-by-Call Integrated Service Access Service Selection and Incoming Call Identification. See Table IV on Page 3 for rates and charges.
- (7) In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

Louisiana

Rate Elements	Rate	Per
Monthly		
Residence Port	\$2.50	
Business Port	\$7.00	
PBX Trunk Port	\$7.00	
Rotary Service	\$3.50	
Usage-Mileage Bands		
0 (0 miles)	\$0.02	Init.Min.
	\$0.01	Add'l min.
A (1-10 miles)	\$0.04	Init.Min.
	\$0.02	Add'l min.
B (11-16 miles)	\$0.06	Init.Min.
	\$0.04	Add'l min.
C (17-22 miles)	\$0.10	Init.Min.
	\$0.07	Add'l min.
D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Init.Min.
	\$0.10	Add'l min.
E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Init.Min.
	\$0.14	Add'l min.
F (23 - 30 miles Inter-Parish Expanded LCA)	\$0.14	Init.Min.
	\$0.10	Add'l min.
G (31 - 40 miles Inter-Parish Expanded LCA)	\$0.14	Init.Min.
	\$0.14	Add'l min.
H (Greater than 40 miles Inter-Parish)	\$0.14	Init.Min.
	\$0.14	Add'l min.

Mississippi

Rate Elements	Rates	Per
Monthly		
Residence Port	\$3.75	
Business Port	\$7.50	
PBX Trunk Port	\$7.50	
Rotary Service	\$3.75	
Usage - Mile Bands		
A (0 miles)	\$0.02	Init.min.
	\$0.01	Add'l min.
B (1-10 miles)	\$0.04	Init.min.
C (11-16 miles, existing LCA described in A3.6 greater than 16 miles, and calls to county seat greater than 16 miles)	\$0.02	Add'l min.
	\$0.06	Init.min.
	\$0.04	Add'l min.
D (17-30 miles)	\$0.09	Init.min.
	\$0.07	Add'l min.
E (31-55 miles Biloxi LATA)	\$0.09	Init.min.
	\$0.07	Add'l min.
F (31-55 miles Jackson LATA)	\$0.12	Init.min.
	\$0.10	Add'l min.
G (56-85 miles Biloxi LATA)	\$0.16	Init.min.
	\$0.14	Add'l min.

N.Carolina

Rate Elements	Rates	Per
Monthly		
Residence Port	\$2.00	
Business Port	\$6.00	
PBX Trunk Port	\$8.00	
Rotary Service	\$1.50	
Usage - (STS)		
- Init.min.	\$0.05	
- Add'l min.	\$0.02	

S.Carolina

Rate Elements	Rates
Monthly	
Residence Port	\$4.00
Business Port	\$10.50
PBX Trunk Port	\$10.50
Rotary Service	\$3.00
Usage - (STS)	
- Basic Svc.Area	\$0.02
- Expanded Svc.Area	\$0.12

Attachment C-18

Unbundled Products and Services and New Services

Service: Local Calling Area Boundary Guide

Description: Provided to ALECs to assist in deployment of numbers on their network to conform with BellSouth existing local calling area geographics.

State: All

Rate(s): No Charge

ATTACHMENT "D" **APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by ICG for the purposes of resale to ICG end users shall be available at the following discount off of the retail rate.

	DISCOUNT	
STATE	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	15.56%	14.41%
LOUISIANA	20.72%	20.72%
MISSISSIPPI	9%	8%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	10%	9%
TENNESSEE		
with operator services	16.0%	16.0%
without operator services	21.56%	21.56%

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes.

RESALE SERVICES
AMENDMENT

TO

THE INTERCONNECTION AGREEMENT BETWEEN
ICG TELECOM GROUP, INC., AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 31, 1997

Pursuant to this Resale Services Amendment (the "Amendment"), ICG Telecom Group, Inc. ("ICG") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties", hereby agree to amend that Agreement between the Parties dated January 31, 1997 providing for interconnection, unbundling and resale ("Interconnection Agreement").

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

1. The Parties agree that Section XIV.B. of the Interconnection Agreement (at page 25), shall be modified by deleting the following language:

"Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; and legislatively or administratively mandated specialized discounts (e.g. education institutions discount)."

2. The Parties agree that, upon entry of an order from the Tennessee Regulatory Authority ("TRA") approving this Amendment, the wholesale discounts and terms relating to those discounts set forth in Exhibit A (Amended), which is incorporated herein by reference, shall apply to resale arrangements in Tennessee between BellSouth and ICG. The Parties further agree that the only restrictions on resale shall be those set forth in the Second and Final Order of the Arbitrators in the AT&T/MCI interconnection arbitrations, Docket Numbers 96-01152 and 96-01271 (the "Arbitrations"). (See pp. 13-18 of Second and Final Order dated January 23, 1997, attached hereto as Exhibit B)

3. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain in full force and effect. Nothing in this Amendment shall in any way limit ICG's ability to select and substitute more favorable rates or terms pursuant to the terms of the Interconnection Agreement.

4. The Parties acknowledge that the terms of this Amendment were established as a result of orders of the TRA in the Arbitrations. The Parties agree that execution of this Amendment and its submission to the TRA is made without prejudice to the rights of BellSouth to challenge any decision of the TRA in the Arbitrations, and to the extent ICG has such rights, execution of this Amendment and its submission to the TRA is made without prejudice to the rights of ICG to challenge any decision of the TRA in the Arbitrations. The parties further agree to conform this Amendment to any subsequent order of the TRA relating to any of the rates, terms and conditions affected by this Amendment.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

ICG TELECOM GROUP, INC.

By: _____

DATE: _____

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: _____

DATE: _____



EXHIBIT A
(AMENDED)

WHOLESALE DISCOUNTS

STATE: Tennessee

	Residence	Business
Tennessee	16%	16%

The Wholesale Discount is set as a percentage off of the tariffed rates. If ICG provides its own operator services and directory assistance services, the discount shall be 21.56%.

ISSUE 1: WHAT SERVICES PROVIDED BY BELL SOUTH, IF ANY, SHOULD BE EXCLUDED FROM RESALE?¹⁵

COMMENTS AND DISCUSSION:

On November 14, 1996, the Arbitrators ordered that all services provided by BellSouth, with the exception of short-term promotions, as that term is defined below, should be made available for resale, including specifically, but without limiting the foregoing, long-term promotions, as that term is defined below, LifeLine Services, Link-Up Services, grandfathered or obsoleted services, 911 Services, contract service arrangements, and state-specific discount plans. In other words, the Arbitrators answered the question presented, by a unanimous vote, as follows: that no service provided by BellSouth shall be excluded from resale, except short-term promotions.

With regard to the resale of 911 Services, each of the Arbitrators recognized the importance of the service and that 911 boards should not be excluded from the benefits which may be derived from competition. They cautioned not only those subject to the provisions of any order of arbitration award, but also the 911 boards in the State of Tennessee, to preserve, protect, and verify that the effectiveness and integrity of the emergency systems will not be harmed if they choose to change telecommunications carriers.

Finally, Director Malone added that restrictions on cross-class selling are permissible restrictions on the services available for resale.¹⁶

¹⁵ The motion was made by Chairman Greer and amended by Director Malone. The motion, as amended, was seconded by Director Malone and passed unanimously.

¹⁶ This matter was also covered in the motion made by Director Kyle in Issue 2. Both the amendment which Director Malone made to the motion of Chairman Greer in Issue 1 and the motion of Director Kyle in Issue 2 passed unanimously. The order on this aspect has been reduced to writing in Paragraph 13.

On December 3, 1996, the Arbitrators voted unanimously to adopt the language proposed by BellSouth with regard to contract service arrangements, nonrecurring charges, and inside wire maintenance.¹⁷

ORDERED:

8. That all services provided by BellSouth, with the exception of short-term promotions, as that term is defined below, should be, and hereby are, made available by BellSouth for resale to AT&T and MCI.

9. That the following terms and conditions on short-term and long-term promotions are reasonable and necessary, and shall be implemented:

a. Short-term promotions be, and hereby are, defined as those promotions that are offered for a ninety (90) day period or less, and which are not offered on a consecutive basis:

b. Long-term promotions be, and hereby are, defined as those promotions that are offered for more than ninety (90) days;

c. In order to prohibit any abuse or potential abuse of the provision that short-term promotions are not available for resale, BellSouth may not offer a series of the same or substantially similar short-term promotions;

d. Long-term promotions may be obtained by AT&T or MCI at one of the following rates:

(1) the stated tariff rate, less the wholesale discount;

¹⁷ Chairman Greer made the motion on the Final Best Offer. It was seconded by Director Kyle and unanimously approved.

(2) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate);

e. When AT&T or MCI obtains a long-term promotional offering at the promotional rate, they will only be permitted to obtain the promotional rate for the period that the promotion is offered by BellSouth. At the time the promotion ends, if AT&T or MCI chooses to continue obtaining the applicable service, they must obtain that service at the stated tariff rate, less the wholesale discount;

f. AT&T and MCI can only offer a promotional rate for a service obtained subject to the provisions of this Paragraph 8 to customers who would have qualified for the promotional rate if the service were being offered by BellSouth;

g. Any benefit of the promotion must be realized within the time period of the promotion and BellSouth may not use promotional offerings to evade the wholesale obligation. If AT&T or MCI believes that such abuse is occurring, they may file a petition with the Authority challenging the promotion and, if such petitions are many in number, the Directors of the Authority may contemplate the establishment of specific rules governing promotional discounts, which may include, not only the provisions listed above, but also additional rules or, in the alternative, the Directors may consider making all promotions available for resale.

10. That the following terms and conditions on the resale of LifeLine Services are reasonable and necessary, and shall be implemented:

a. AT&T and MCI shall only offer LifeLine Service to customers who meet the qualifications outlined in the "means test";

b. LifeLine Services and rates shall be offered by AT&T or MCI in a manner similar to the manner in which LifeLine Services are offered in the market today, that is through a discount to BellSouth's Message Rate Service, General Subscriber Tariff A3.2.4;¹⁸

c. AT&T and MCI shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. AT&T and MCI must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides;

d. The maximum rate which AT&T and MCI may charge for LifeLine Service shall be capped at the retail flat rate offered by BellSouth;

e. BellSouth shall charge the federally-mandated Subscriber Line Charge (currently \$3.50) to AT&T and MCI;¹⁹

f. AT&T and MCI are required to waive the Subscriber Line Charge for the end-user;

g. AT&T and MCI are responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association's interstate toll settlement pool just as BellSouth does today.

11. That the following terms and conditions on the resale of Link-Up Service are reasonable and necessary, and shall be implemented:

a. AT&T and MCI may offer Link-Up Service only to those customers who meet the qualifications outlined in the "means test";

¹⁸ However, if a competitor has a proposal that it believes is just and reasonable, the competitor may file the proposal with the Authority for consideration.

¹⁹ See FCC Report and Order, Paragraph 983.

b. AT&T and MCI must further discount the Link-Up Service by at least the percentage that is now offered by BellSouth;

c. AT&T and MCI are responsible for recouping the additional discount in the same manner as BellSouth does today.

12. That AT&T and MCI may only offer grandfathered services to customers or subscribers who have already been grandfathered. Grandfathered services may not be resold to a new or different group of customers or subscribers.

13. That, while BellSouth has been ordered to make 911 Services available for resale, AT&T and MCI are cautioned to preserve the integrity of 911 Services.

14. That the Final Best Offer proposed by BellSouth with regard to contract service arrangements, nonrecurring services, and inside wire maintenance, attached hereto as Exhibit "A" and made a part hereof by reference, be, and hereby is, approved and adopted by the Arbitrators.

ISSUE 2: WHAT TERMS AND CONDITIONS, INCLUDING USE AND USER RESTRICTIONS, IF ANY, SHOULD BE APPLIED TO RESALE OF BELL SOUTH SERVICES?²⁰

COMMENTS AND DISCUSSION:

On November 14, 1996, the Arbitrators answered the question presented by unanimous vote. Director Kyle, in making the motion, stated that in light of the FCC's referring to limitations as "presumptively unreasonable," she wished to adopt only the restrictions stated in the FCC Report and Order, i.e., no resale of access, no resale to independent pay phone providers, and no cross-class selling.²¹ Chairman Greer stated that he concurred with Director Kyle's motion, but wanted to amend it by adding that AT&T and MCI must resell services in compliance with the applicable terms and conditions in BellSouth's retail tariffs. Director Malone further stated that the applicable terms and conditions in the tariffs must be just, reasonable, and nondiscriminatory as required by the Act.

On December 3, 1996, the Arbitrators ordered that the contract language negotiated by and between BellSouth and AT&T to comply with the Arbitrators' First Order and to resolve any remaining unresolved issues under Issue 2 shall also be used by MCI and BellSouth in their Interconnection Agreement.²²

ORDERED:

15. That no terms and conditions, including use and user restrictions, will be applicable to the resale of BellSouth services, except for:

²⁰ Motion was made by Director Kyle and amended by Chairman Greer with comments by Director Malone. The motion, as amended, was seconded by Chairman Greer and was passed by unanimous vote of the Arbitrators.

²¹ See FCC Report and Order, Paragraphs 871, 872, 873, 874, 875, 876, and 877, based upon the Act at Section 251 (c)(4).

²² Director Malone's motion on December 3, 1996, was seconded by Chairman Greer and was passed by the unanimous vote of the Arbitrators.

a. the terms and conditions listed above in Paragraphs 9, 10, 11, 12 and 13;

b. a restriction on the resale of access;

c. a restriction on the resale to independent pay phone providers;

d. a restriction on cross-class selling; and

e. reasonable, non-discriminatory, and narrowly tailored terms,

conditions, and limitations in the underlying BellSouth tariffs.

16. That the contract language negotiated by and between BellSouth and AT&T to comply with the Arbitrators' First Order and to resolve any remaining unresolved issues under Issue 2 shall also be used by MCI and BellSouth in their Interconnection Agreement.