

Regulated Services Attachment KY01-2679-00
BBMSA No. KY01-2674-00

Amendment To
Regulated Services Attachment KY01-2679-10

This Amendment amends and modifies Regulated Services Attachment KY01-2679-00 ("Attachment") to BellSouthSM Business Master Services Agreement No. KY01-2674-00 ("Master Agreement") between Computer Services, Inc. ("Customer") and BellSouth Business Systems, Inc. ("BBS") on behalf of BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of regulated services ("Services") from BST.

IN CONSIDERATION of the mutual promises, covenants and agreements made and continued herein, the parties hereby agree to the following:

- I. Customer and BST agree to extend the Volume and Term Provisions of the Attachment for one (1) additional Contract Year beginning on May 1, 2006 and ending on April 30, 2007 ("Second Additional Contract Term").
- II. The following revisions are effective with the Second Additional Contract Term:
 - A. The Annual Revenue Commitment for each Contract Year of the Second Additional Contract Term will be equal to sixty percent (60%) of the Baseline for the Contract Year. Further, except in the case of an Acquisition of New Businesses, as outlined in Section 11 of the Attachment, the Annual Revenue Commitment for each Contract Year shall not exceed 115% of the previous year Annual Revenue Commitment.
- III. This offer expires on March 31, 2006.

Except for the foregoing, the remaining terms and conditions of the Regulated Services Attachment remain in full force and effect between BST and Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below:

Customer:
Computer Services, Inc.
BY: [Signature]
Authorized Signature
Steve Powless
Printed Name

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.
BY: [Signature]
Authorized Signature
John C. Reiss
Printed Name

Title: President & CEO
Date: 3/29/06

Title: Assistant Vice President - Sales
Date: 3/29/06

TARIFF BRANCH
RECEIVED
3/31/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY


Regulated Services Agreement GA02-P700-10
Amendment

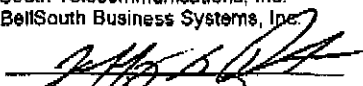
AMENDMENT TO BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT

This Amendment is to the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement GA02-P700-10 (the "Agreement"), entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BellSouth") and Equifax Inc. ("Customer") on October 31, 2005. Defined terms not defined herein have the meanings set forth in the Agreement.

- A. Customer and BST agree to extend the Term of the Agreement for four (4) additional years.
- B. Customer and BST agree to an Annual Revenue Commitment of \$1,050,000.00 in the first Contract Year which begins on the effective date of this Amendment (the "First Contract Year"). The Annual Revenue Commitment represents ninety-five percent (95%) of Customer's Baseline billing for the previous Contract Year.
- C. The Annual Revenue Commitment in the Contract Years following the First Contract Year shall be ninety five percent (95%) of Customer's Baseline billing for the previous Contract Year.
- D. The Baseline, Annual Revenue Commitment, Reward Level and Reward Eligible Services are listed in the attached Appendix 1 to the Regulated Services Agreement.
- E. The effective date of this Amendment shall be November 1, 2005.
- F. The Expiration Date of the Agreement shall be October 31, 2009 at 11:59 p.m.
- G. This offer shall be valid until October 31, 2005.

Except for the foregoing, the remaining terms and conditions of the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement remain fully executable between BellSouth and Customer.

Customer:
 Equifax Inc.
 By: 
 Printed Name: Harold Boutin
 Title: Senior Vice President
 Date: October 31, 2005

BellSouth Telecommunications, Inc.
 By: BellSouth Business Systems, Inc.
 By: 
 Printed Name: JEFF PAINTING
 Title: SALES AVP
 Date: 10/31/05

M&B



Regulated Services Agreement GA02-P700-10
Amendment

Appendix 1 to Regulated Services Agreement

- 1. Customer: Equifax, Inc.
- 2. Term: 48 months

Volume and Term Provisions

- A. Annual Revenue Commitment: \$1,050,000.00
(95.00% of Baseline)
- B. Baseline (First Year): \$1,105,000.00
- C. Reward Level 16.0%
- D. Growth Percentage 5.00%
- E. Annual Growth Incentive Award: 12.0% (not to exceed \$25,000)
- F. Reward Eligible Services
 - A BUSINESS ISDN
 - A CUSTOM CALLING
 - A DID
 - A DIR. WHITE PAGE SVCS
 - A EXPND AREA CALLING - BUS
 - A FLAT RATE BUSINESS
 - A FLAT RATE PBX TRUNKS/NARS
 - A FRAME RELAY
 - A MESSAGING CNS FEATURES
 - A MSG/MEAS RATE PBX
 - A NON LIST/NON PUBLISHED SVCS
 - A PRIMARY RATE ISDN
 - A REMOTE CALL FWD
 - A BELLSOUTH CENTREX
 - A BUS PLUS/BUS CHOICE
 - A NMLI



Regulated Services Agreement

AMENDMENT #3 TO
BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT

This Amendment amends and modifies the BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement entered into by and between HCA-Information, Technology & Services, Inc. ("Customer") and BellSouth Telecommunications, Inc. ("BST") on April 2, 2004.

For and in consideration of the mutual promises and agreements made and continued herein, the parties intend to be legally bound, hereby agree to add the following Volume and Term Provisions:

- 1) Customer and BST agree to extend the Agreement for two (2) additional years, beginning on April 1, 2006 and ending on March 31, 2008 ("Additional Contract Term").
- 2) The following are effective with the Additional Contract Term:
 - a) The Annual Revenue Commitment for the first Contract Year of the Additional Contract Term will be computed after the total billing for Contract Year 2 is available and will be equal to 80% of the total billing for Contract Year 2. The Annual Revenue Commitment for the first Contract Year of the Additional Contract Term will not exceed \$5,345,090.00, which is 80% of the \$6,681,365.00, the annualized billing for the first ten (10) months of Contract Year 2. The Annual Revenue Commitment for the second Contract Year of the Additional Contract Term shall be equal to 80% of the total billing for previous Contract Year.
 - b) BST agrees to add PulseLink to the list of V&T Eligible Services and to the list of Reward Eligible Services.
- 3) BST will bill Customer monthly for BST services. The magnetic tape feeds that Customer receives from BST are certified copies of the BST bill. The bill payment "Due Date" is fifty-seven (57) days from the date of the invoice.
- 4) This offer expires on March 20, 2006.

Except for the foregoing, the remaining terms and conditions of the Agreement remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date set forth below.

CUSTOMER:
HCA - Information, Technology and Services, Inc.

By: [Signature]
(Signature)

By: Judith Johnson - NATL Contract Admin
(Printed Name and Title)

Date: 3/9/06

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: [Signature]
(Signature)

By: John C. Ross
(Printed Name and Title)

Date: 03/13/2006

VP: [Signature]
TRIP Agerton - VOLGA BUS. Mkt. Area
Date: 3/15/06



AMENDMENT TO BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR REGULATED SERVICES AND VOLUME & TERM AGREEMENT

This Amendment amends and modifies the BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement TN04-9710-10 ("V&T Agreement") entered into by and between Wal-Mart Stores, Inc. ("Customer") and BellSouth Telecommunications, Inc. ("BST") (the "Parties") and applies to Orders for the purchase of Regulated Services from BST.

In consideration of the mutual promises, covenants and agreements made and continued herein, the parties hereby agree to the following:

Beginning with the second Contract Year, September 1, 2005, the following are added as Reward Eligible Services: BellSouth Channelized Trunks and SmartRing IntraLATA Service.

Except for the foregoing, the remaining terms and conditions of the V&T Agreement remain in full force and effect between BST and Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives on the dates set forth below:

Customer:
Wal-Mart Stores, Inc.

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: Tony Puckett

By: Kimberly Senior

Printed Name: Tony Puckett

Printed Name: Kimberly Senior

Title: VP

Title: Assistant Vice President - Sales

Date: 3-06-06

Date: 3/20/06

Reviewed by ISD Legal
BBM 2/27/06
TRS 3/02/06
JmH 3/06/06



**BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT**

Dunlap & Kyle Company, Inc.

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between Dunlap & Kyle Company, Inc. ("Customer") and BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of telecommunications services from BST, and reported as "Regulated Services" by BST in accordance with the FCC's Part 32 "Uniform System of Accounts". This Agreement is or may be, a Contract Service Arrangement ("CSA") with respect to BST Regulated Services.

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Agreement is subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Regulated Services included under this Agreement will be purchased in accordance with such approved tariffs in effect in each state. The rates, charges and provisions of such tariffs applicable to the Regulated Services will apply unless and except to the extent this Agreement contains express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Agreement will control to the extent permitted by applicable law.) BST agrees that for Regulated Services purchased at rates set forth in the tariffs, Customer will be provided any appropriate tariff decreases for any rate element.

1.2 Customer acknowledges that BST may be required in certain states to file and obtain approval of this Agreement when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of this Agreement. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date of the Order Attachment for the CSA or SSA. In the event the CSA or SSA is denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Attachment and any CSA or SSA shall be null and void and of no effect in that state.

2. Order Attachment(s). Customer may order Regulated Services by using the BST Order Attachment ("Order Attachment") at the recurring and non-recurring rates and charges agreed to by the Parties in accordance with the terms and conditions described in the applicable tariffs and Order Attachment. Customer may order additional existing or new Regulated Services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new Regulated Services will be in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the appropriate Order Attachment. Customer agrees to pay for the Regulated Services included in all Order Attachments.

3. Cancellation.

If Customer cancels a Regulated Service ordered pursuant to an Order Attachment prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred in the implementation of the canceled Regulated Service, not to exceed all costs that could apply if the work in the implementation of the Order Attachment had been completed.

4. Termination.

4.1 If Customer cancels a Regulated Service ordered pursuant to an Order Attachment at any time prior to the expiration of the Service Period set forth in the appropriate Order Attachment(s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the minimum Service Period agreed to by BST and Customer as set forth in the Order Attachment(s).



4.2. Customer acknowledges it has options for its telecommunications services from service providers other than BST, and it has chosen BST to provide the Regulated Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the minimum service period set forth in the Order Attachment, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.

5. Service Period.

5.1. The "Service Period" for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed.

5.2. At the expiration of the Service Period for any Regulated Service available pursuant to the tariff, Customer may continue the Regulated Service according to renewal options provided under the tariff. If Customer does not elect an additional Service Period, or does not request discontinuance of service, the Regulated Service will be provided at the month-to-month rate currently in effect. At the expiration of the Service Period for any CSA or SSA, Customer may convert to an available tariff offering for the specific Regulated Service or may request a new CSA or SSA.

VOLUME AND TERM PROVISIONS

6. Definitions. As used in this Agreement, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.

6.1 "Annual Revenue Commitment" - the agreed-upon amount of billing each year to Customer for BST Regulated Services that Customer agrees to achieve for purposes of this Agreement.

6.2 "Baseline" - in Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period without regard to any Rewards under this Agreement.

6.3 "Contract Year" - the twelve (12)-month period during the Term of this Agreement beginning on the first day of the month in which both Parties have signed this Agreement ("Effective Date"), or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.

6.4 "Reward" or "Reward Level" - the percentage applied to the monthly billed revenue for the BST Regulated Services, exclusive of taxes and fees, that are Reward Eligible and for which billing has occurred or will occur during the current billing period.

6.5 "Reward Eligible Services" - all BST local and IntraLATA services purchased by Customer that are appropriate for the application of the Reward based on the existing monthly billed revenue, exclusive of taxes and fees, as mutually agreed to by Customer and BST. The Reward Eligible Services are listed in Appendix 1 to this Agreement.

6.6 "Expiration Date" - the date on which the Term of this Agreement expires.

6.7 "Term" - the number of Contract Years or the number of months the Volume and Term provisions of this Agreement are effective. The Term of this Agreement is **3 Contract Years**.

6.8 "V&T Eligible Services" - all Regulated Services purchased by Customer whose billing is used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered V&T Eligible.

7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of **\$148,830**. The Annual Revenue Commitment represents eighty five percent (85%) of Customer's Baseline billing of \$155,000, plus a pro rata portion of the \$50,490 Commitment Shortfall that is carried forward from the Customer's last True-Up from the prior BellSouth Volume & Term Agreement, MS99-8570-00. (For calculation purposes, the pro rata portion of the Shortfall that is to be added to the Annual Revenue Commitment of Contract Year One is \$16,830).



7.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Agreement will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST and measured in pre-Reward billed dollars.

7.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each subsequent Contract Year. The Annual Revenue Commitment for Contract Year Two and Contract Year Three will be expressed as eighty five percent (85%) of the Baseline billing for the Contract Year, plus a pro rata portion of the \$50,490 Commitment Shortfall that is carried forward from the Customer's last True-Up from the prior BellSouth Volume & Term Agreement, MS99-8570-00. (For calculation purposes, the pro rata portion of the Shortfall that is to be added to the Annual Revenue Commitment of Contract Year Two and Contract Year Three is \$16,830). Additionally, any amount owed at the conclusion of each Annual True Up will be billed to the Customer, and Customer agrees to pay such amount, if any.

7.4 In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change, as defined herein, Customer will be permitted to reduce its Annual Revenue Commitment levels by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein).

8. Reward Level

8.1 BST will apply a Reward in an amount equal to a percentage of the monthly billed revenue, exclusive of taxes and fees, for the total billed revenue associated with the Reward Eligible Services at the beginning of the Contract Year. The Reward Level will be effective on the first day of the month in which this Agreement was signed by both Parties. The Reward applicable to any given month will appear as a credit in the "Other Charges and Credits" section of Customer's bill in a subsequent billing period.

8.2 Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, CSAs, SSAs, WATSSaver, and End User Common Line Charges, are not eligible for the application of the Reward. Billing associated with certain Regulated Services may not be eligible for the application of a Reward in order to comply with applicable regulatory and legal requirements.

8.3 Charges billed pursuant to other BST promotions or offers are not eligible for the application of the Reward.

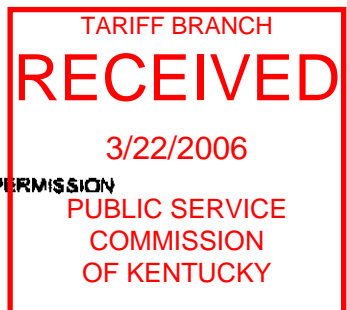
8.4 Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Appendix 1, for purposes of determining a Reward Level attained by Customer.

8.5 Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a Reward to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the Parties.

9. **Annual Growth Incentive Award ("AGIA").** If Customer exceeds its Baseline by more than 5.0 percent (5.0%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal ten percent (10.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$4,000, will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied towards Reward Eligible Services only and will be applied within thirty (30) days of the completion of Annual True-Up.

10. **Annual Revenue Commitment and Reward Level.** The Customer's Reward Level and initial Annual Revenue Commitment are set forth in Appendix 1. The Annual Revenue Commitment for future contract years will be determined in accordance with Section 7.

11. **Commitment Shortfall.** Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 14, 15, and 16, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment ("Commitment Shortfall" or "Shortfall").



12. Provision for Obtaining Rewards for Additional and New Regulated Services. For purposes of this Agreement an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Agreement and is not considered an intraLATA Reward Eligible Service. A "New Service" is an intraLATA service that has been tariffed by BST after the Effective Date of this Agreement. Customer may submit a request to BST to obtain a Reward on an Additional or New Service under this Agreement.

13. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the Term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST and Customer. Should such an agreement be reached, BST and Customer will amend this Agreement, including the Annual Revenue Commitment level in Appendix 1, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. V&T Eligible Services included in this Agreement as the result of an acquisition will not be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.

14. Business Change. In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control, a decision by Customer to close or consolidate locations that is based on events beyond Customer's reasonable control, or a network optimization using other BST Regulated Services, (collectively, "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a Shortfall), BST and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any Shortfall resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer: (a) to reduce its overall use of telecommunications; or (b) to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions it believes will require the application of this provision and will describe such conditions with particularity. This provision does not constitute a waiver of any charges, including Shortfall charges, incurred by Customer prior to the time the Parties mutually agree to amend this Agreement. This provision does not effect the application of termination charges pursuant to the tariff or other agreements.

15. Higher Order of Service. BST may offer Customer new technological features and capabilities that will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of any Shortfall resulting from the migration to a Higher Order of Service.

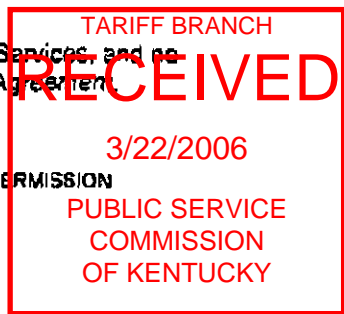
16. Tariff Changes. If during the Term of this Agreement, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the Shortfall resulting from the price reduction(s).

17. Annual True-Up.

17.1 Within 90 days of the end of each Contract Year, BST will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 11 and determine Customer's Baseline billing for the following year in accordance with Section 6.2. During the Annual True-Up, BST can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, BST and Customer will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 7.

17.2 Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and intraLATA services. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.

18. Taxes. Applicable taxes and fees will be based on full tariffed prices for all BST Regulated Services, and no taxes or fees will be added to the amount of any Reward or AGIA given to Customer under this Agreement.



19. Termination Liability.

19.1 If Customer desires to terminate the Volume and Term Provisions prior to their expiration, Customer must provide written notice of such termination 60 days prior to the effective date of termination. BST will bill Customer the following termination charges:

(a) The amount of Rewards, including any AGIA credits, received for the life of this Agreement or for the previous 12 months, whichever is less and

(b) Liquidated damages equal to the prorated portion of the Agreement implementation and tracking costs, calculated as follows:

Prorated Implementation and Tracking Costs = \$2,981.00 times the (Contract Months Remaining divided by the Total Contract Months).

19.2 The application of termination charges pursuant to this section shall not affect the application of termination charges pursuant to the tariff or any other agreement.

20. Miscellaneous Provisions

20.1 Offer Expiration. This offer shall expire on March 31, 2006.

20.2 This Agreement shall be interpreted in accordance with the laws of the State of Georgia without regard to its choice of law provisions.

20.3 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States Mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Current addresses are:

BellSouth

BellSouth Business Systems, Inc.
Attn: Director of Contract Management
2180 Lake Blvd., 7th Floor
Atlanta, GA 30318

Customer

Dunlap & Kyle Company, Inc.
P.O. Box 720
Batesville, MS 38606

20.4 In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

20.5 Each Party agrees to submit to the other Party, all advertising, sales promotion, press release, and other publicity matters relating to this Agreement or to the Regulated Services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other company or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each Party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other Party's written approval.

20.6 Customer may not assign its rights or obligations under this Agreement without the express prior written consent of BST. Such consent shall not be unreasonably withheld.

20.7 Extension of Term. The Term of this Agreement may be extended for two additional one-year periods upon the mutual agreement of the Parties. Customer shall provide BST written notice of its intent to renew at least 60 days before the beginning of each one-year renewal period.

20.8 Should any regulatory authority with appropriate jurisdiction determine that any or all of the Regulated Services provided hereunder should no longer be regulated or provisioned under state tariffs, and provided it is otherwise permissible, the Parties agree to comply with, and to continue with such Regulated Services, under the terms and conditions of this Agreement.



03/07/2006 15:06
03/07/2006 00:46 BBS TUPELO MS → 16019610012
MAR-07-2006 11:43 From:ACCTS PAYABLE 6625632888

NO.590 007
NO.482 007
P.2/3

To:662 841 2058

Customer acknowledges that Customer has read and understands this Agreement and agree to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BST is subject to BST credit and other approvals. This Agreement is not binding upon BST until executed by an authorized employee, partner, or agent of Customer and BST. The undersigned warrant and represent that they have the authority to bind Customer and BST to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both Parties.

CUSTOMER: Dunlap & Kyle Company, Inc.

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC

By: Laura Ferris
(Signature)

By: C.H. Oswalt
(Signature)

By: Laura Ferris Accountant
(Printed Name and Title)

By: CH. OSWALT, SALES MANAGER
(Printed Name and Title)

Date: 3/7/06

Date: 03-07-06

TARIFF BRANCH
RECEIVED
3/22/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Appendix 1 to Regulated Services Agreement

- 1. Customer: Dunlap & Kyle Company, Inc.
- 2. Term: 36 months

Volume and Term Provisions

- A. Annual Revenue Commitment: \$148,830.00*
- B. Baseline (First Year): \$155,000.00
- C. Reward Level : 15%
- D. Growth Percentage: 5.00%
- E. Annual Growth Incentive Award: 10.0% (not to exceed \$4,000)
- F. Reward Eligible Services:

CUSTOM CALLING
 DID
 DIR. WHITE PAGE SVCS
 EXPND AREA CALLING - BUS
 FLAT RATE BUSINESS
 FLAT RATE PBX TRUNKS/NARS
 MSG/MEAS RATE BUS
 MSG/MEAS RATE PBX
 NON LIST/NON PUBLISHED SVCS
 TOUCHSTAR
 BUS PLUS/BUS CHOICE
 BUSINESS ISDN

* The Annual Revenue Commitment represents eighty five percent (85%) of Customer's Baseline billing of \$155,000, plus a pro rata portion of the \$50,490 Commitment Shortfall that is carried forward from the Customer's last True-Up from the prior BellSouth Volume & Term Agreement, MS99-8570-00. (For calculation purposes, the pro rata portion of the Shortfall that is to be added to the Annual Revenue Commitment of Contract Year One is \$16,830).



BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR REGULATED SERVICES AND VOLUME & TERM AGREEMENT

Honeywell International Inc.

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between Honeywell International Inc. ("Customer") and BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of telecommunications services from BST, and reported as "Regulated Services" by BST in accordance with the FCC's Part 32 "Uniform System of Accounts". This Agreement, including all schedules, order attachments, and other attachments hereto (collectively, "Agreement") is a Contract Service Arrangement ("CSA") with respect to BST Regulated Services, which BST shall file with the appropriate Regulatory Authority to the extent required by law to ensure the lawfulness and enforceability of the rates and charges, terms and conditions set forth herein. As used in this Agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with a Party. "Control" means the ability to direct the management of an entity, by contract or otherwise.

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Agreement and BST's provision of Regulated Services are subject to and controlled by BST's tariffs, including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff ("Tariffs" or "General Tariffs") and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. ; *provided, however,* that in the event BST amends the terms or conditions of any Tariff in a manner that materially and adversely affects Customer's rights or responsibilities under the express terms and conditions of this Agreement, BST and Customer shall negotiate in good faith mutually acceptable revisions to address the material, adverse effect of such General Tariff amendment on Customer's receipt and use of the Regulated Services hereunder. In the event that the Parties are unable to agree on appropriate revisions after engaging in good faith negotiation for a reasonable period of time, Customer shall be permitted to terminate the affected Regulated Services in accordance with Section 4.4. The rates, charges and provisions of such General Tariffs applicable to the Regulated Services will apply except to the extent this Agreement contains express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Agreement will control to the extent permitted by applicable law, and subject to Section 1.2, below). BST agrees Customer will be provided any decreases for any rate element that are provided in any General Tariff or applicable state tariff for Services being purchased by Customer at tariff rates. Access to BST's Tariffs and notices of changes in rates, terms and conditions of existing Tariffs, new service offerings, discontinued service offerings, special promotions, and network changes may be found at the following web site address: <http://www.bellsouth.com/tariffs/>.

1.2 BST will take all measures necessary for the rates, terms and conditions set forth in this Agreement to be fully enforceable by Customer, including, but not limited to, filing a copy of the Agreement with the applicable regulatory authorities in any state or with any jurisdiction over the provision of Regulated Services provided hereunder ("Regulatory Authorities"). To the best of BST's knowledge and belief, this Agreement is legally enforceable. Pursuant to state law or regulation concerning telecommunications, BST may be required in certain states to file a copy of the Agreement with, and to obtain approval of this Agreement from, the applicable Regulatory Authority when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of this Agreement. BST agrees to make any necessary filings within thirty (30) calendar days after the Effective Date of the Order Attachment for the CSA or SSA. In the event that the Agreement, the CSA or SSA is denied by a Regulatory Authority with jurisdiction over this matter, this Agreement and any CSA or SSA shall be null and void and of no effect in that state. Customer shall have no liability for payment of any Termination Charges or be subject to any further liability other than payment for the Services received in the event of such nullification. In addition, any commitment to which the affected Service(s) contribute shall be reduced to reflect the reduction in Customer's usage as a result of such voiding of the CSA or SSA.

1.3 Notwithstanding the foregoing or anything to the contrary in the Agreement, Services provided by BST as of the Effective Date of this Agreement that are subject to BST's tariffs filed with the Federal Communications Commission shall be provided pursuant to the FCC Tariffs.

2. Order Attachment(s).

2.1 Customer and Customer's Affiliates may order Regulated Services by using the BST Order Attachment ("Order Attachment") attached hereto as Appendix 1, at the recurring and non-recurring rates and charges agreed to by the Parties in accordance with the terms and conditions described in the applicable tariffs and Order Attachment. Except for regulatory surcharges and taxes, the rates set forth in the Order Attachment shall remain the same during the Minimum Service Period agreed to in the Order Attachment. Customer and Customer's Affiliates may order additional existing or new Regulated Services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with the procedures agreed to by the Parties. Rates for additional and/or new Regulated Services will be in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the appropriate Order Attachment. Customer, or the relevant Customer Affiliate, shall pay all amounts not subject to a bona fide dispute for the Regulated Services purchased under this Agreement and included in all Order Attachments. All Order Attachments executed by authorized representatives of Customer or Customer Affiliates for Regulated Services provided by BST shall be deemed to incorporate the terms and conditions set forth herein by reference.

2.2 BST and Customer agree that any products or services to be provided to Affiliates of Customer shall be as provided in this Agreement and that no Affiliate will have the authority to modify the terms and conditions provided hereunder. Other than an Order Attachment as provided herein, in the event a Customer Affiliate has executed an agreement with BST for a Regulated Service that BST provides under this Agreement, in the sole discretion of Customer, such Agreement may be terminated and BST shall provide the Service pursuant to this Agreement, provided the term of the Customer Affiliates existing Agreement is less than the term of this Agreement.



3. Cancellation.

If Customer cancels a Regulated Service ordered pursuant to an Order Attachment prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred by BST in the implementation of the completed Regulated Service, not to exceed all costs that could apply if the work in the implementation of the Order Attachment had been completed.

4. Termination.

4.1 The Term of this Agreement shall be twenty four (24) months, beginning on January 1, 2006 ("Effective Date") ("Term"); no renewal term is included in this Agreement.

4.2 If Customer cancels a Regulated Service ordered pursuant to an Order Attachment at any time prior to the expiration of the Service Period set forth in the appropriate Order Attachment(s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the minimum Service Period agreed to by BST and Customer as set forth in the Order Attachment(s).

4.3 Customer acknowledges it has options for its telecommunications services from service providers other than BST, and it has chosen BST to provide the Regulated Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the minimum service period set forth in the Order Attachment, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.

4.4 In the event that BST revises any applicable Tariff applicable to a Regulated Service purchased by Customer in a manner that materially and adversely affects the express terms of this Agreement, and the Parties are unable, after the period of good faith negotiation described in Section 1.1, to agree upon revisions to the Agreement, then Customer may terminate the affected lines, Service, or portion of Service affected by the material, adverse revision without Termination Charge, and Customer's commitments to which the terminated Service(s) or line(s) contribute shall be reduced to reflect the reduction in Customer's usage as a result of such termination. The Parties agree that a net increase in the rates for Services for which rates are not fixed in this Agreement shall not be considered a material and adverse affect on Customer's use of the Service.

4.5 Termination for Default.

4.5.1 Either Party shall be in default hereunder if it fails in any material way to perform or comply with any of its material obligations under the Agreement and such failure is not cured within thirty (30) calendar days after written notice from the other Party specifying the nature of the failure ("Default").

4.5.2 The non-defaulting Party may terminate affected Services or applicable Order Attachment for Default by providing written notice of such termination to the defaulting Party.

4.5.3 Failure to terminate following written notice of a Default is not a waiver of the non-defaulting Party's right to terminate at any time prior to satisfactory cure of the Default.

4.5.4 In the event that a Customer Affiliate defaults in the performance of any of its material obligations under this Agreement, BST's sole remedies shall be with respect to such Customer Affiliate, and not with respect to Customer or any other Customer Affiliate. In the event that BST's Default affects only a Customer Affiliate and not Customer or any other Customer Affiliate, such Customer Affiliate shall have the same rights as Customer with respect to BST hereunder, provided, that only Customer may terminate this Agreement as a whole or agree to any amendment to it, including the addition or modification of any Attachment.

4.5.5 In the event Customer terminates Services, an Order Attachment, or the Agreement for Default, and the termination is subsequently found wrongful by a public service commission, court or arbitrator of competent jurisdiction, Termination Charges as set forth in Section 4.2 shall apply.

4.5.6 Unless provided to the contrary in any applicable law, regulation or Tariff, each Party's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and/or remedies provided at law, in equity, or otherwise. Either Party's failure to exercise any of its rights under the Agreement shall not constitute a waiver of any past, present, or future right or remedy. No action or failure to act by either Party or any of its representative(s) shall constitute approval of, a waiver of, or acquiescence to, a breach by the other Party unless specifically agreed in writing. Waiver by either Party of any breach by the other Party shall not constitute a waiver of any other breach of the same or any other provision of the Agreement.

5. Minimum Service Period.

5.1. The minimum service period for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed.

5.2. At the expiration of the minimum service period for any Regulated Service available pursuant to the tariff, Customer may continue the Regulated Service according to renewal options provided under the tariff or as stated in the applicable Order Attachment. If, at the end of the minimum service period, Customer does not elect an additional service period, or does not request discontinuance of service, the Regulated Service will be provided at the month-to-month rate currently in effect.

6. Payment Terms; Disputed Charges

6.1 **Invoices; Billing Timeframes.** BST shall bill Customer and each Customer Affiliate directly for the charges each incurs hereunder. BST shall bill Customer and Customer Affiliates in an accurate and timely manner. BST's Invoices shall contain the content and be presented in the format and medium agreed upon by the Parties. Customer shall have no liability for charges incurred by its Affiliates under this Agreement, and BST's sole remedy for any failure of a Customer Affiliate to pay its charges in a timely manner shall be with respect to such Affiliate.

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6.2 Payment Period. All amounts on an invoice that are not the subject of a *bona fide* dispute shall be due and payable by Customer or the applicable Customer Affiliate within thirty (30) days from date of the invoice. Payments may be made by electronic funds transfer or by check or as agreed by the Parties.

6.3 Disputed Amounts. Customer and Customer's Affiliates shall have the right to dispute, in good faith, the accuracy or legitimacy of any fee, charge, expense, or other amount invoiced or otherwise imposed on it (a "Disputed Amount"). In the event of a Disputed Amount, Customer, or the applicable Customer Affiliate, shall notify BST in writing of the dispute within the time period allowed by the regulatory authority in the state in which the Services are provided, or, for interstate services, within two years of the date the charge is first invoiced. Customer may withhold payment of a disputed amount if it notifies BST of the dispute in writing by the date payment is due. Except as otherwise required by tariff, BST shall not suspend or disconnect Service due to Customer's disputing any charges.

6.4 Credits. BST shall promptly credit to Customer, or the applicable Customer Affiliate, any payment or portion thereof made by Customer, or the Customer Affiliate, to which BST is not entitled. BST shall apply any such credit against charges on invoices rendered to Customer or the applicable Customer Affiliate. If on the final invoice to Customer or the Customer Affiliate there are not sufficient charges against which to credit an overpayment, BST shall refund the amount of such overpayment net of any portion thereof applied as credits against charges. BST shall apply all credits to Customer's or the applicable Customer Affiliate's account no later than the second monthly invoice following the resolution of the Disputed Amount.

6.5 Taxes. All charges are exclusive of applicable taxes, tax-like charges, and tax-related or other surcharges, permitted or levied on or against the Regulated Services by a duly constituted governmental or regulatory authority ("Taxes"). Unless Customer is exempt therefrom, Customer agrees to pay certain Taxes provided that such Taxes are separately and clearly identified on any invoice provided by BST. Notwithstanding the foregoing, Taxes shall not include, and Customer shall not be responsible for payment of taxes imposed upon the income, net assets, or property of BST or for any penalties or interest due as a result of BST's failure to pay in a timely manner any taxes that BST is obligated by law to pay or remit. Customer shall be responsible for paying regulatory surcharges that BST is permitted to collect from, or remit to, others in support of regulatory programs. Customer shall not be responsible for any other regulatory surcharges or fees that BST does not charge its other customers.

VOLUME AND TERM PROVISIONS

7. Definitions. As used in this Agreement, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.

7.1 "Annual Revenue Commitment" - the agreed-upon amount of billing each year to Customer for BST Regulated Services that Customer agrees to achieve for purposes of this Agreement.

7.2 "Baseline" - in Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period without regard to any Rewards under this Agreement.

7.3 "Contract Year" - the twelve (12)-month period during the Term of this Agreement beginning on **January 1, 2006** ("Effective Date"), or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.

7.4 "Reward" or "Reward Level" - the percentage applied to the monthly billed revenue for the BST Regulated Services, exclusive of taxes and fees, that are Reward Eligible and for which billing has occurred or will occur during the current billing period.

7.5 "Reward Eligible Services" - all BST local and intra-ATA services purchased by Customer to which BST will apply the Reward exclusive of taxes and fees, as mutually agreed to by Customer and BST. The Reward Eligible Services are listed in **Appendix 1** to this Agreement.

7.6 "Expiration Date" - the date on which the Term of this Agreement expires.

7.7 "Term" - the number of Contract Years or the number of months the Volume and Term provisions of this Agreement are effective. The Term of this Agreement is **2 Contract Years**.

7.8 "V&T Eligible Services" - all Regulated Services purchased by Customer whose billing is used to calculate the Baseline and whether Customer has met the Annual Revenue Commitment. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline or the attainment of the Annual Revenue Commitment and are not considered V&T Eligible.

8. Annual Revenue Commitment

8.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of **\$825,000.00**. The Annual Revenue Commitment represents eighty percent (80.00%) of Customer's Baseline Billing.

8.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Agreement will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST, measured in pre-Reward billed dollars and reported to Customer on a monthly basis through standard reports.

8.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as eighty percent (80.00%) of the Baseline billing for the previous Contract Year. The Baseline and Annual Revenue Commitment will be determined during the Annual True-Up, as described in Section 18.1.

8.4 In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change, as defined herein, Customer will be permitted to reduce its Annual Revenue Commitment levels by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein) to the extent of a Shortfall resulting from such event.

9. Reward Level

9.1 BST will apply a Reward in an amount equal to a percentage of the monthly billed revenue, exclusive of taxes and fees, for the total billed revenue associated with the Reward Eligible Services at the beginning of the Contract Year. The Reward Level will be effective on **January 1, 2006**. The Reward applicable to any given month will appear as a credit in the "Other Charges and Credits" section of Customer's bill in a subsequent billing period.

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9.2 Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, CSAs, SSAs, WATSSaver, and End User Common Line Charges, are not eligible for the application of the Reward; *provided, however*, that regulatory surcharges and charges imposed to recover regulatory compliance costs, in either case, to the extent based on revenues, shall be calculated and applied toward Customer's Annual Revenue Commitment.

9.3 Charges billed pursuant to other BST promotions or offers are not eligible for the application of the Reward.

9.4 Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in **Appendix 1**, for purposes of determining a Reward Level attained by Customer.

9.5 Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a Reward to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the Parties. Rewards will be applied to any additional V&T Eligible Service accounts in the next billing cycle.

10. **Annual Growth Incentive Award ("AGIA").** If Customer exceeds its Baseline by more than 5.0 percent (5.0%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal 10.0 percent (10.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$25,000, will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied towards Reward Eligible Services only and will be applied within thirty (30) days of the completion of Annual True-Up.

11. **Annual Revenue Commitment and Reward Level.** The Customer's Reward Level and initial Annual Revenue Commitment are set forth in **Appendix 1**. The Annual Revenue Commitment for future contract years will be determined in accordance with Section 8.

12. **Commitment Shortfall.** Customer agrees if it fails to meet its Annual Revenue Commitment during the given Contract Year, except as provided in Sections 15, 16, and 17, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year, and its Annual Revenue Commitment ("Commitment Shortfall").

13. **Provision for Obtaining Rewards for Additional and New Regulated Services.** For purposes of this Agreement an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Agreement and is not considered an intraLATA Reward Eligible Service. A "New Service" is an intraLATA service that has been tariffed by BST after the Effective Date of this Agreement. Customer may submit a request to BST to obtain a Reward on an Additional or New Service under this Agreement.

14. **Acquisition of New Businesses.** In the event Customer acquires a new business or operation within the BST service area during the Term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST and Customer. Should such an agreement be reached, and unless BST is prohibited by law or regulation from providing the requested Services in accordance with this Agreement, BST and Customer will amend this Agreement, including the Annual Revenue Commitment level in **Appendix 1**, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. V&T Eligible Services included in this Agreement as the result of an acquisition will not be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.

15. **Business Change.** In the event of a sale, divestiture, or closing of a Customer Affiliate, business unit, operating division or other part of Customer's business, a business downturn beyond Customer's or a Customer Affiliate's reasonable control, a decision by Customer to close or consolidate locations, a network optimization using BST services subject to all applicable regulatory requirements, (collectively, "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's commercially reasonable efforts to avoid such a Shortfall, which shall not include moving traffic from another carrier), BST will reduce Customer's Annual Revenue Commitment to the extent of any Shortfall resulting from the Business Change effective as of the date of the Business Change. This provision does not apply to a change resulting from a decision by Customer to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions it believes will justify the application of this provision and shall describe such conditions with reasonable specificity. This provision does not constitute a waiver of any charges, including Shortfall charges, incurred by Customer prior to the Business Change. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

16. **Higher Order of Service.** BST may offer Customer new technological features and capabilities that will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of any Shortfall resulting from the migration to a Higher Order of Service. Notwithstanding anything to the contrary in this Agreement or any Tariff, and subject to all applicable regulatory requirements, if Customer terminates or discontinues any Service or portion thereof for reasons articulated in this Section, Customer shall not be required to pay a termination charge in connection with such termination or discontinuance.

17. **Tariff Changes.** If during the Term of this Agreement, BST reduces its prices on any Regulated Services purchased by Customer at Tariff rates, BST shall pass such reductions through to Customer. If such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the shortfall attributable to such price reduction(s).

18. Annual True-Up.

18.1 Within 90 days of the end of the Contract Year, BST and Customer will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 12 and determine Customer's Baseline billing for the following year in accordance with Section 7.2. During the Annual True-Up, BST and Customer can also propose any adjustments to the Annual Revenue Commitment. Finally, during the

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Annual True-Up, BST and Customer will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 8. During the Contract Year BST shall also provide Customer with monthly reports tracking Customer's progress toward satisfaction of its Annual Revenue Commitment. If any of the events in Sections 4.4, 15, 16, or 17 occurs and Customer is unable to satisfy its Annual Revenue Commitment, such Commitment shall be reduced to the extent a Shortfall resulted from such event.

18.2 Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and intraLATA services, or, if Customer's charges for such services are less than the amount of the credit, BST shall pay the balance to Customer. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts; provided, however, that Customer shall not be responsible for Termination Liability arising from any Affiliate's termination of a Service or portion thereof.

19. Taxes. Applicable taxes and fees will be based on full tariffed prices for all BST Regulated Services, and no taxes or fees will be added to the amount of any Reward or AGIA given to Customer under this Agreement.

20. Termination Liability.

20.1 If Customer desires to terminate the Volume and Term Provisions this Agreement without cause (i.e. for any reason other than BST's uncured material breach) prior to their expiration, Customer must provide written notice of such termination 60 days prior to the effective date of termination. BST will bill Customer the following termination charges:

(a) The amount of Rewards, including any AGIA credits, received for the life of this Agreement or for the previous 12 months, whichever is less and

(b) Liquidated damages equal to the prorated portion of the Agreement implementation and tracking costs, calculated as follows:

Prorated Implementation and Tracking Costs = \$8,786.00 times the
(Contract Months Remaining divided by the Total Contract Months).

20.2 The application of termination charges pursuant to this section shall not affect the application of termination charges pursuant to the tariff or any other agreement.

21. No Obligation of Indemnification.

Notwithstanding anything to the contrary in any Tariff, neither Party shall have any obligation to indemnify or hold harmless the other Party against any claim, expense or liability, except as provided in Article 28 (Intellectual Property Rights) hereof.

22. Warranties.

22.1 BST warrants that (a) it has the authority to enter into this Agreement without breaching any contractual obligation or statutory duty owed to another; (b) it shall perform the Services in accordance with industry standards for similar providers in the industry; and (d) in performing the Services it shall use adequate numbers of qualified individuals with suitable training, education, experience and skills.

22.2 Both Parties warrant that they shall comply with all laws, regulations, codes, ordinances, rules or orders of any governmental entity or public authority ("Laws") applicable to the performance of their obligations under the Agreement. BST shall, without additional cost to Customer, obtain all necessary permits or licenses required for the performance of the Services hereunder.

22.3 Customer warrants that (a) it has the authority to enter into this Agreement without breaching any contractual obligation or statutory duty owed to another; and (b) it shall utilize the Services in accordance with this Agreement and applicable law.

23. Confidentiality.

23.1 Confidential Information. Each Party, in performing its obligations under this Agreement, may have access to or be exposed to, directly or indirectly, confidential and/or proprietary materials of the other Party ("Confidential Information"). In the case of the Party disclosing ("Disclosing Party") to the other Party ("Receiving Party"), Confidential Information shall include all information identified in writing as confidential and/or proprietary or is of a type that is reasonably considered to be confidential and/or proprietary concerning the operations, affairs, products, marketing, systems, technology, customers, end-users, and businesses, including financial affairs, of the Disclosing Party and/or any Affiliate, and their respective relations with their customers, employees, agents, and service providers (including customer lists, customer data, transaction information, completed insurance forms, supplier data, know-how, third party software and/or products provided by the Disclosing Party to the Receiving Party for use by the Receiving Party and information regarding consumer markets); all Client Data (as defined below); and any other proprietary and trade secret information of the Disclosing Party and/or any Affiliate identified as confidential and/or proprietary, whether in oral, graphic, written, electronic or machine-readable form. For purposes of this Agreement, "Client Data" shall mean (a) any information from which an individual may be identified; (b) any information concerning an individual that would be considered "nonpublic personal information" within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) and its implementing regulations, as the same may be amended from time to time; (c) any information regarding Customer's (and/or its Affiliates') clients or prospective clients received by BST in connection with the performance of its obligations under the Agreement, including (i) an individual's name, address, e-mail address, IP address, telephone number and/or social security number, (ii) the fact that an individual has a relationship with Customer and/or its parent, affiliated or subsidiary companies, (iii) an individual's account information; (iv) any information regarding an individual's medical history or treatment; and (v) any other information of or relating to an individual that is protected from disclosure by applicable Privacy Laws. For purposes of this Agreement, "Privacy Laws" shall mean any national, federal, state or local laws, rules or regulations of any jurisdiction relating to the nonpublic personal information, including the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations and CA SB 1386 regarding privacy, as the same may be amended from time to time. To the extent that there is a conflict between this Section 23 and Section 23A regarding the scope of BST's confidentiality obligations and/or any applicable confidentiality exclusions with respect to Client Data, the terms and conditions of Section 23A shall govern.



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23.2 Exclusions. Except with respect to Client Data, Confidential Information shall not include information which can be demonstrated: (a) to have been rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of said information to the Receiving Party hereunder ("Time of Receipt"); (b) to have been in the public domain prior to the Time of Receipt; (c) to have become part of the public domain after the Time of Receipt by a publication or by any other means except an unauthorized act or omission by, or breach of this Agreement on the part of, the Receiving Party or its employees or agents; or (d) to have been supplied to the Receiving Party after the Time of Receipt without restriction by a third party who is under no obligation to the Disclosing Party to maintain such information in confidence. In addition, a Receiving Party may use or disclose Confidential Information (excluding Client Data) to the extent such Receiving Party is legally compelled to disclose such Confidential Information, provided that the Receiving Party shall use reasonable efforts to give advance notice of such compelled disclosure to the Disclosing Party, and shall cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of such Confidential Information.

23.3 Restrictions on Use and Disclosure. Each Party agrees to hold all Confidential Information of the other Party in strict confidence and shall not, without the express prior written permission of a member of the Disclosing Party authorized by the Disclosing Party to make such decisions, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the exercise of its rights or performance of its obligations hereunder. Each Party shall disclose the other Party's Confidential Information only to those of its employees and agents who have a need to know such Confidential Information in order to exercise such Receiving Party's rights or perform such Receiving Party's obligations pursuant to this Agreement. Each Party shall use reasonable efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each Party shall immediately advise the other Party in the event that it learns that any person who has had access to the Confidential Information of such Party has violated or intends to violate the terms of this Agreement, and shall cooperate in seeking injunctive relief against any such person.

23.4 BST Employees and Agents. BST shall ensure that each of its employees and subcontractors performing Services hereunder comply with the provisions of this Section 23 and Section 23A below.

23.5 No Implied Rights. Nothing contained in this Section 23 shall be construed as obligating either Party to disclose its Confidential Information to the other Party, or as granting to or conferring on either Party, whether expressly or by implication, any ownership interest in or any right or license to any Confidential Information of the other Party.

23.6 Survival. This Section 23 shall survive termination or expiration of this Agreement for any reason for a period of three (3) years, except with respect to Client Data and trade secrets, as to which the obligations set forth in this Section 23 shall survive indefinitely.

23A. Client Data. The Parties acknowledge that they do not expect or anticipate that BST shall have access to or receive Client Data from Customer. Notwithstanding the foregoing, to the extent BST has access to or receives Client Data from Customer in performing its obligations under this Agreement, without limitation of the terms and conditions set forth in Section 23, the following terms and conditions shall apply with respect to all Client Data:

23A.1 Generally. The Parties acknowledge that the Privacy Laws govern disclosures of nonpublic personal information about consumers. BST acknowledges that pursuant to the Privacy Laws, Customer may be required to obtain certain undertakings from BST with regard to the privacy, use and protection of Client Data. To the extent BST receives Client Data from Customer, BST shall protect and keep strictly confidential all Client Data. At any time, upon Customer's request, BST shall return to Customer all Client Data in its possession. Customer shall be under no obligation to take any action that, within Customer's judgment, would constitute a violation of the Privacy Laws or its internal privacy policies.

23A.2 BST Covenants With Respect to Client Data. Notwithstanding any other provision of this Agreement, BST covenants that to the extent it receives Client Data from Customer, BST shall: (a) comply with all applicable laws, regulations and best practices regarding data security and privacy in performing the Services and its other obligations hereunder; (b) inform itself regarding, and comply with, Customer's privacy policies and all applicable privacy laws, including the Privacy Laws; (c) keep all Client Data strictly confidential, and not disclose or use any Client Data except to the extent necessary to perform the Services and in accordance with Customer's privacy policies and all applicable privacy laws, including the Privacy Laws; (d) not disclose any Client Data to any other entity (including BST's third party service providers) without the prior written consent of Customer and an agreement in writing from such other entity to use or disclose such Client Data only to the extent necessary to carry out BST's obligations under this Agreement and for no other purposes; (e) maintain (and require entities approved in accordance with foregoing subsection (d) to maintain) adequate administrative, technical, and physical safeguards to ensure the security and confidentiality of Client Data, protect against any anticipated threats or hazards to the security or integrity of Client Data, and protect against unauthorized access to or use of Client Data that could result in substantial harm or inconvenience to an individual; (f) not make any changes to its security measures that would increase the risk of an unauthorized access; (g) notify Customer immediately in writing when BST becomes aware of any material breach of its security safeguards such that that Client Data may have been subject to unauthorized disclosure, access, or use, which notification shall include the following information: (i) the nature of the unauthorized disclosure or use; (ii) the Client Data disclosed or used; (iii) the identity of the person(s) or entity(ies) who received the unauthorized disclosure or made the unauthorized use; (iv) what corrective action BST took or will take to prevent further unauthorized disclosures or uses; (v) what BST did or will do to mitigate any deleterious effect of such unauthorized disclosure or use; and (vi) such other information as Customer may reasonably request; and (h) take all reasonable and appropriate steps, at BST's expense, including the provision of notice to affected individuals, to protect Client Data in the event of a failure of BST's security safeguards or unauthorized access to Client Data from or through BST.

23A.3 Unauthorized Use or Disclosure of Client Data. BST acknowledges and agrees that any unauthorized use or disclosure of Client Data may cause immediate and irreparable harm to Customer for which money damages would not constitute an adequate remedy and that in the event of any unauthorized use or disclosure of Client Data, Customer may be entitled to immediate injunctive relief.



24. Staffing.

24.1 At all times during the Term, BST shall ensure that an adequate number of qualified personnel, trained on Customer's operations and use of services, are available to support Customer's use of the Services. If any of the Key Personnel (as defined below) is reassigned or leaves BST's employ during the Term, BST will use reasonable efforts to ensure a smooth transition.

24.2 The following positions (or their functional successors) will be considered "Key Personnel" and the individual assigned to these positions will devote a substantial portion of their time to supporting Customer:

National Account Manager
National Service Manager
Customer Service Associate
Sales Engineer
Solutions AE
Account Executive
Service Consultant

24.3 Customer may notify BST if Customer finds any Key Personnel assigned to Customer unacceptable for any lawful reason, including its reasonable determination that the individual is not qualified to perform the work to which he or she is assigned.

25. Work on Customer Premises. If BST performs any portion of the Services on Customer premises, BST shall take all necessary reasonable precautions to prevent the occurrence of any injury to persons, damage to property, or interference with Customer's operations on the premises. BST shall reasonably cooperate with Customer and other contractors on the premises to minimize interference with Customer's operations on the premises or with any other contractors' operations thereon. BST hereby agrees to comply with Customer's reasonable security and/or safety requirements.

26. Subcontracting. Nothing contained herein or in any agreement between BST and a subcontractor shall create (a) any contractual relationship between Customer and any subcontractor at any tier, or (b) any third-party beneficiary rights in any subcontractor at any tier. BST shall at all times be responsible for the work and conduct of its subcontractors at any tier while performing Services pursuant to the Agreement and shall ensure that its subcontractors comply with all applicable terms and conditions of the Agreement.

27. Independent Contractor.

27.1 It is hereby understood and agreed that BST is not an agent, representative, or employee of Customer, but rather is an independent contractor. BST has no authority to make representations, commitments, or obligations on behalf of Customer. BST shall maintain all required insurance and shall pay all required workers' compensation payments, disability benefits, unemployment insurance, and employment and withholding taxes for its employees as mandated by federal, state, and local law.

27.2 BST and its employees are not employees of Customer and will not be entitled to participate in or receive any benefits or rights under any Customer employee benefit or welfare plan as a result of BST entering into this Agreement.

27.3 Customer may, from time to time, (a) engage other persons or entities to act as contractors to and to perform services for Customer, including services that are the same or similar to the Services to be performed by BST hereunder, and (b) enter into contracts with provisions that are the same or similar to this Agreement with other persons or entities, in all cases without the necessity of notifying or obtaining the approval of BST.

28. Limitations of, and Exclusions from, Liability. In no event shall either Party be liable to the other for lost revenue, lost profits or any incidental, punitive, or consequential damages, even if advised in advance of the possibility of such damages. These exclusions from liability shall not apply to claims arising out of the willful or intentional misconduct of a Party, or either Party's indemnification or confidentiality obligations. If any Tariff limits the liability of BST or one of its Affiliates in connection with the provision of any Regulated Service, or performance of any other obligation, subject to this Agreement, such limitation of liability shall also apply to Customer and its Affiliates.

29. Intellectual Property Rights.

29.1 Infringement/Indemnity of Intellectual Property Rights. BST shall, at its own expense, defend, indemnify, and hold harmless Customer (including its directors, officers, employees, agents, subsidiaries, servants, and assigns) from and against all claims, losses, liabilities, penalties, costs (including costs of defense and attorneys' fees), causes of action, suits or other proceedings based upon a claim that products or services provided pursuant to this Agreement, or the use thereof, infringes any U.S. patent, copyright, trademark or service mark or involves the wrongful use of any trade secret or confidential information. BST's obligation as set forth in this Section is expressly conditioned on the following: (a) that BST shall receive prompt written notice of such claim, (b) that Customer shall cooperate with BST in all reasonable ways to facilitate the defense or settlement of any claim, at BST's sole expense, (c) that BST shall have the sole right to control the defense or settlement of such claim, and (d) that the claim of infringement does not arise from (i) modifications to the Services or equipment made without BST's knowledge and consent, (ii) combination(s) of Services and/or equipment provided by BST with services and equipment that are not provided by BST if such combinations are not provided by BST; (iii) use of the Services or equipment in conjunction with third party products or services not provided by BST; or (iv) use of the Services or equipment that is not in accordance with this Agreement.



Regulated Services Agreement GA05-H897-10

29.2 If any Services or equipment becomes, or in BST's opinion, is likely to become the subject of a valid and enforceable claim of infringement, BST will, at its option: (a) procure for Customer the right to continue using the applicable Services or equipment; (b) replace the equipment or Services with non-infringing equipment or Services substantially complying with the original equipment's specifications or Services; (c) modify the equipment or Services so it becomes non-infringing and performs in a substantially similar manner to the original equipment or Services; or (d) return the price prepaid for the purchased Services which are the subject or potential subject of an infringement claim and that were not used, in which case Customer has the right to terminate such Services without liability and BST shall reduce Customer's Annual Revenue Commitment to the extent of a Shortfall resulting from such an event.

30. Force Majeure. In the event that either Party's failure to perform or delay arises out of unforeseeable causes beyond its control and without its fault or negligence, including but not limited to events such as: acts of God or the public enemy, acts of a governmental authority acting in its sovereign capacity, fires, strikes, floods, epidemics, quarantine restrictions, unusually severe weather, war, terrorism, riots, earthquakes, or embargoes (each a "Force Majeure Event"), the time for performance of the Services under the Agreement may be extended proportionately. Neither Party shall be liable for any default, damage or loss resulting from such delay or failure, provided that the Party promptly (within five calendar days to the extent practicable) notifies the other of the delay or failure and takes effective measures by all available means to overcome the delay and reduce its effects. Default or delay of a subcontractor at any tier shall not excuse timely performance by BST, unless the subcontractor's default was caused by a Force Majeure Event beyond the control and without the fault or negligence of either BST or the subcontractor and BST could not obtain the supplies or services from another source within the time required to perform or deliver under the Agreement. Where any such failure to perform or delay extends for more than thirty (30) calendar days, either Party may terminate the affected lines, Services, or portion of Services with no termination charges and not be liable for any costs and expenses of the other Party caused by or related to any failure to perform or delays excused under this section. Customer's Annual Revenue Commitment shall be reduced by the reduction in Customer's usage and charges resulting from such termination to the extent of a Shortfall resulting from such termination.

31. Miscellaneous Provisions

31.1 Offer Expiration. This offer shall expire on December 31, 2005.

31.2 This Agreement shall be interpreted in accordance with the laws of the State of Georgia without regard to its choice of law provisions.

31.3 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States Mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth

BellSouth Business Systems, Inc.
Attn: Director of Contract Management
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer

Honeywell International Inc.
Attn:
1300 W. Warner Rd.
Tempe, AZ 85284

31.4 In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability, and the remainder of this Agreement shall continue in full force and effect, to the extent the business terms of the Agreement and the Parties' intentions may be realized absent the illegal or invalid provision(s).

31.5 Each party agrees to submit to the other party, all advertising, sales promotion, press release, and other publicity matters relating to this Agreement or to the Regulated Services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other company or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's written approval.

31.6 Customer may not assign its rights or obligations under this Agreement without the express prior written consent of BST. Such consent shall not be unreasonably withheld.

31.7 Extension of Term. The Term of this Agreement may be extended for two additional one-year periods upon the mutual agreement and negotiation of the Parties of applicable terms and conditions, including revenue commitments. Customer shall provide BST written notice of its intent to renew at least 80 days before the beginning of each one-year renewal period.

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, including all prior agreements between BST and Customer or any of its Affiliates for the services provided under this Agreement, which services shall be provided pursuant to the terms and conditions of this Agreement as of the Effective Date of this Agreement and no termination charges shall apply to those prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BST is subject to BST credit and other approvals. This Agreement is not binding upon either Party until executed by an authorized employee, partner, or agent of Customer and BST. The undersigned warrant and represent that they have the authority to bind Customer and BST to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by a representative of both Parties having ranks equivalent to those of the representatives executing this Agreement.



Regulated Services Agreement GA05-HB97-10

CUSTOMER: Honeywell International Inc.

By: [Signature]
(Signature)

By: Jeffrey M. LAUFERIE VP GTS
(Printed Name and Title)

Date: 12/21/05

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: [Signature]
(Signature)

By: John R. Cushman Sales Director
(Printed Name and Title)

Date: 12/22/05

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OF KENTUCKY

Appendix 1 to Regulated Services Agreement

- 1. Customer: Honeywell International Inc.
- 2. Term: 2 Years

Volume and Term Provisions

- A. Annual Revenue Commitment: \$825,000.00
(80.00% of Baseline)
- B. Baseline (First Year): \$1,032,000.00
- C. Reward Level 20.00%
- D. Growth Percentage 5.00%
- E. Annual Growth Incentive Award: 10.00% (not to exceed \$25,000)
- F. Reward Eligible Services

- Analog Private Line*
- Business ISDN
- Basic Business Service
- BellSouth Centrex
- MegaLink Service
- FCO & FX Service
- MegaLink Channel Service
- MultiServ
- MegaLink Channel Service NARs
- PBX / DID Trunks
- Primary Rate ISDN**

* Analog Data Service is not Reward Eligible in SC
 ** Primary Rate ISDN is not Reward Eligible in GA



**ADDENDUM
AGREEMENT**

Case Number KY06-0914-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and ALASKA NATIVE BROADBAND 1 LICENSE, LLC ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY05-H565-00. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 5/26/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



ADDENDUM
AGREEMENT

Case Number KY06-0914-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber: ALASKA NATIVE BROADBAND 1 LICENSE, LLC
a Delaware limited liability company

By: Alaska Native Broadband 1, LLC
Its sole member

By: Alaska Native Broadband, LLC
Its manager

By: ASRC Wireless Services, Inc.
Its manager

By: [Signature]

Name: Ray Kaufman

Title: President

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: [Signature]
Authorized Signature

Printed Name: ELINA G. RODRIGUEZ

Title: AVP

Date: 02/16/06

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY06-0914-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Service description:

This Addendum Agreement is issued to add BellSouth® SMARTRing® Interfaces to existing sold Contract Service Arrangement (CSA) KY05-H565-00 for intrastate, intraLATA OC-48 BellSouth® SMARTRing® service.

All rules and regulations of Contract Service Arrangement Agreement KY05-H565-00 apply to this Addendum Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT. 3/10/2006



ADDENDUM
AGREEMENT

Case Number KY06-0914-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® SMARTRing® service Customer Channel Interface (Per Node) - per OC-12, 4 Fiber (Addendum to KY05-H565-00, add rate element)	\$00	\$760.00	SHN19

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY06-0914-00
Option 1 of 1

RATES AND CHARGES

NOTES:

- 1. The 'NOTES' section of the 'RATES AND CHARGES' pages of CSA KY05-H565-00 is modified as follows:

ADDENDUM TO ADD THE FOLLOWING NOTES:

- 2. The following nonrecurring charge will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this Addendum Agreement, then Subscriber will pay the full nonrecurring charge in addition to applicable termination liability charges and a Contract Preparation Charge of three hundred forty-two (\$342.00) dollars:

Customer Channel Interface, per OC-12, 4-Fiber \$340.00, each

- 3. There are no other changes, deletions, or additions to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

1.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT. 3/10/2006



ADDENDUM
AGREEMENT

Case Number NC05-K998-01

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. NC02-N318-00.

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

Offer Expiration: This offer shall expire on: 5/30/2006.

Customer's Billing Address:
Cato Corporation
8100 Denmark Road
Charlotte, NC 28273

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



ADDENDUM
AGREEMENT

Case Number NC05-K998-01
Option 1 of 2

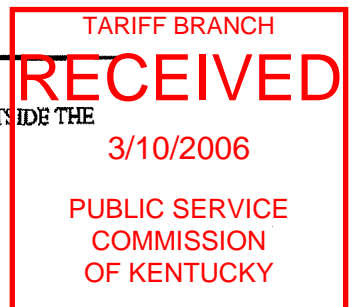
Estimated service interval following acceptance date: Negotiable weeks.

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Cato Corporation ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement NC02-N406-02. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



ADDENDUM
AGREEMENT

Case Number NC05-K998-01
Option 1 of 2

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

Accepted by:

Subscriber:
Cato Corporation

By: [Signature]
Authorized Signature

Printed Name: ROBERT F. MAYER JR

Title: VICE PRESIDENT

Date: 2/14/2006

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

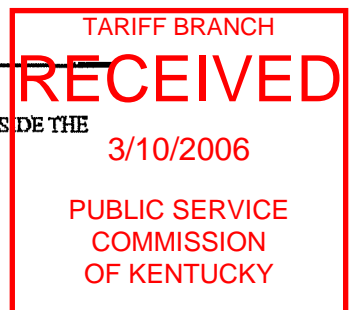
Printed Name: Sandra R. McCarty

Title: Technical Branch Manager

Date: 2/22/2006

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**

Case Number NC05-K998-01
Option 1 of 2

Service description:

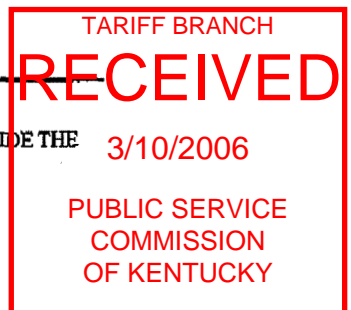
This Addendum Agreement extends the service period of the following sold Contract Service Arrangement (CSA) Agreements from the Company date of acceptance of this Addendum Agreement, adds rate elements, changes language and decreases specified rates.

- AL02-N396-02
- FL02-N404-02
- GA02-N401-02
- GA02-P318-02
- KY02-N403-02
- LA02-N400-02
- MS02-N395-02
- NC02-N406-02
- SC02-N405-02
- TN02-N402-02

This Addendum Agreement is for twenty-four (24) months.

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**Case Number KY05-L108-01
Option 1 of 2**RATES AND CHARGES**

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Groups 1, 2, 3, 5, 4X Exception- Georgetown -Per line (Addendum to KY02-N403-02. Change monthly rate.)	\$.00	\$25.70	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Groups 1, 2, 3, 5, 4X Exception- Georgetown -Per line (Caller ID feature must be ordered separately.) (Addendum to KY02-N403-02. Add rate element.)	\$.00	\$25.70	1FBCL
3	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk (Addendum to KY02-N403-02. Add rate element.)	\$.00	\$.00	TTB

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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TARIFF BRANCH

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OF KENTUCKY

ADDENDUM
AGREEMENT

Case Number NC05-K998-01
Option 1 of 2

RATES AND CHARGES

NOTES:

The 'NOTES' section of the 'RATES AND CHARGES' pages of CSA Agreements AL02-N396-02, FL02-N404-02, GA02-N401-02, GA02-P318-02, KY02-N403-02, LA02-N400-02, MS02-N395-02, NC02-N406-02, SC02-N405-02 and TN02-N402-02 are replaced in their entirety with the following:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.
2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
 - Continue paying the monthly rate for the remainder of the Agreement term, or
 - Make a lump sum payment discounted by the current prime interest rate plus two percentage points.
3. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
4. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

There are no other additions, deletions or changes to the above referenced CSA Agreements included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



ADDENDUM
AGREEMENT

Case Number KY05-L108-01

Option 1 of 2

Attachment 1**KENTUCKY ATTACHMENT**

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES**NOTES (continued)**

5. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$342.00 in addition to applicable termination liability charges.

6. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of five hundred (500) flat rate Business Lines throughout the BellSouth region (Minimum Quantity Requirement) within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement. The Subscriber's total quantity of flat rate Business Lines will be reviewed by the Company on the three (3) month anniversary date of the signing of this Agreement and no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three (3) month anniversary date, then Customer shall be responsible for the Commitment Shortfall. The "Commitment Shortfall" shall be equal to the number of Business Lines below the Minimum Quantity Requirement times the rates set forth in this Agreement. In addition, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line that falls below the Minimum Quantity Requirement, as identified in Note 3 above.

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$342.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

Should Customer at any time during the Term re-attain the Minimum Quantity Requirement, then the Services will revert to the rates contained herein, and termination charges will no longer apply on a going forward basis for so long as the Minimum Quantity Requirement is met and maintained.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 18 of 26

TARIFF BRANCH

RECEIVED

3/10/2006

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L030-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Cellco Partnership dba Verizon Wireless ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L030-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
2872 Woodcock Blvd, Suite 300
Atlanta, GA 30341

Subscriber

Cellco Partnership dba Verizon Wireless
250 E 96th St
Indianapolis, IN 46240

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L030-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L030-00

Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 4/8/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides physical cross connect(s) from Cellco Partnership, dba Verizon Wireless, to KDL's collocation space for DS1 service allowing connectivity from a BellSouth provisioned service to KDL.

Cellco Partnership, dba Verizon Wireless is physically cross connecting to KDL in the LSVLKYJT Central Office located at 2441 Holloway Road, Louisville, Kentucky.

The rates contained in this Agreement are on a "per cross connect ordered" basis, meaning both an installation and monthly rate for each cross-connect that Cellco Partnership, dba Verizon Wireless makes to KDL's collocation site in any central office.

This Agreement is on a month to month basis with a minimum service period of one (1) month.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials _____

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L030-00

Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

Cellco Partnership dba Verizon Wireless

By: John R. Grimes
Authorized Signature

Printed Name: JOHN R. GRIMES

Title: FACILITIES ENGR

Date: 12-15-05

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: John J. Goode
Authorized Signature

Printed Name: John J. Goode

Title: Sales Director

Date: December 19, 2005

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT. 3/10/2006



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L030-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Contract Preparation Charge	\$408.00	\$0.00	WGGVF
2	DS1 Cross-Connect for Physical Collocation, Per Cross-Connect	\$155.00	\$2.65	WGG9M

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L030-00

Option 1 of 1

RATES AND CHARGES

NOTES:

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

This Special Service Arrangement must be converted to tariff service upon approval of a tariff in this state.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT. 3/10/2006



ADDENDUM
AGREEMENT

Case Number KY05-L956-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Chalik & Chalik ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY05-L360-00. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 5/5/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



ADDENDUM
AGREEMENT

Case Number KY05-L956-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Chalk & Chalik

By: _____
Authorized Signature

Printed Name: JAMES CHALIK

Title: President

Date: 1/8/06

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By: _____
Authorized Signature

Printed Name: AUGUSTA RIVINGTON-BIRD

Title: Sales Manager

Date: 1/9/06

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ADDENDUM
AGREEMENT

Case Number KY05-L956-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Service description:

This Addendum Agreement provides an additional rate element for the Customer's existing Remote Call Forwarding Service.

All terms and conditions of Contract Service Arrangement Agreement KY05-L360-00 apply to this Addendum Agreement unless modified herein.

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number KY05-L956-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Remote Call Forwarding (Initial Installation), Per Feature and one Access Path, Business, Interstate, each (Addendum to KY05-L360-00. Add rate element.)	\$00	\$5.00	RCFVE

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY05-L956-00
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' section of the 'RATES AND CHARGES' pages of Contract Service Arrangement Agreement KY05-L360-00 is modified as follows:

Note 3 is hereby changed as follows:

3. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below:

Remote Call Forwarding Measured Local (RCFVF)	\$14.50 each
Secondary Line Charge	\$20.00 each
Remote Call Forwarding - Interstate (RCFVE)	\$14.50 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$652.00 in addition to applicable termination liability charges.

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 5 of 5



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L621-02

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and EVANGELI WORLD PRAYER CENTER OF KENTUCKY, INC. ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-1,621-02

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

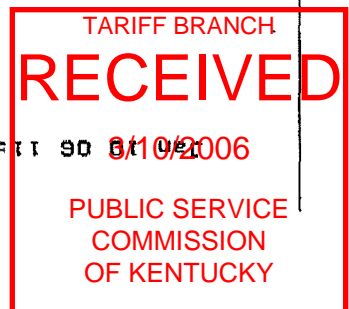
Company
BellSouth Telecommunications, Inc.
Assistant Vice President
2359 Perimeter Pointe Parkway
Charlotte, NC 28208

Subscriber
EVANGEL WORLD PRAYER CENTER OF KENTUCKY, INC.
6900 BILTOWN RD
LOUISVILLE, KY 40299

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L621-02

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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Page 3 of 7

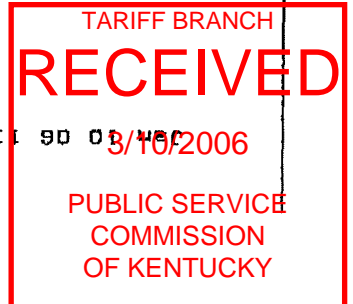
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L621-02
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 3/31/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:


This Contract Service Arrangement (CSA) provides BellSouth® Metro Ethernet service.

This Agreement provides for a thirty-seven (37) to sixty (60) month service period.

The service period for this Agreement is 37 months.

Under this Agreement, this service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials: 

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L621-02
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
EVANGEL WORLD PRAYER CENTER OF KENTUCKY, INC.

By: Darlene A. Miller
Authorized Signature

Printed Name: Darlene A. Miller

Title: Business Administrator

Date: 01-10-05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By: Sharon Hindman
Authorized Signature

Printed Name: Sharon Hindman

Title: Associate Sales Mgr.

Date: 01-10-2006

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-1.621-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Metro Ethernet Service, 20 Mbps Premium Connection, per connection, Fixed Mode	\$0.00	\$714.00	MTEP4
2	BellSouth® Metro Ethernet Service, Priority Plus Feature, per connection	\$0.00	\$63.00	MTEP
3	Special Construction for placing new facilities	\$4,391.00	\$0.00	WOOOV

PRIVATE/PROPRIETARY

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Page 6 of 7

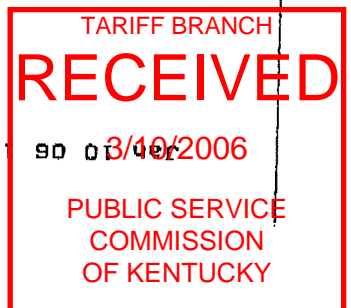
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L621-02
Option 1 of 1

RATES AND CHARGES

NOTES:

The Subscriber is liable for the revenues to the Company for the full term of this Agreement. If the Subscriber disconnects early, two payment options are available:

1. Continue paying the monthly rates for the remainder of the Agreement term, or
2. Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

If facilities do not exist, special construction charges may apply.

All rules and regulations found in the BellSouth® Metro Ethernet tariff are applicable to this CSA.

These rates and charges are only valid if the Customer is served from a central office equipped for BellSouth® Metro Ethernet service, or can be extended to a central office equipped for BellSouth® Metro Ethernet service.

The following nonrecurring charges will be reduced or will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability.

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGCVF-Contract Preparation Charge	\$ 492.00
MTEP4	\$1,250.00, each

Registered trademark of BellSouth Intellectual Property Corporation

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-5549-04

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Fast Duck Corporation AKA TriStar ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-5549-04

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 13450 W. Sunrise Blvd., Ste 60
 Sunrise, FL 33323

Subscriber
 Fast Duck Corporation AKA TriStar
 3350 NW 22nd Ter Ste 1100B
 Pompano Beach, FL 33069

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-5549-04

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-5549-04
Option 1 of 1

Offer Expiration: This offer shall expire on: 3/3/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines as part of Basic Local Exchange Service (minimum number of Business Lines required) with Extended Local Calling Plan.

This Agreement is for a service period of twenty-four (24) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials NS

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-5549-04
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Fast Duck Corporation AKA TriStar

By: [Signature]
Authorized Signature

Printed Name: Nathan Gray

Title: President

Date: 2-17-06

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: CHRISTINE VICENS

Title: SALES DIRECTOR

Date: 2/17/06

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TARIFF BRANCH
RECEIVED
3/10/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5553-04
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non- Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rate Main Station Line Service, Business, Rate Group 5, -Per line	\$.00	\$28.00	1FB
2	Flat Rate Main Station Line Service, Business with Caller ID, Rate Group 5 -Per line	\$.00	\$28.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Group 5 -Each individual line or trunk	\$.00	\$.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$.00	\$.00	TTB
5	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Busy Line Multipath or Customer Control of Call Forwarding Busy Line Multipath -Per call forwarding path in excess of ten paths	\$.00	\$2.84	CFSBX
6	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath -Per call forwarding path in excess of ten paths	\$.00	\$2.84	CFSDX

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5553-04
Option 1 of 1

RATES AND CHARGES

7	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Variable Multipath or Remote Access - Call Forwarding Variable Multipath -Per call forwarding path in excess of ten paths	\$.00	\$ 4.80	CFSVX
8	Custom Calling Services, Business/Business PBX, Individual Features, Three-way Calling -Per central office line/trunk equipped	\$.00	\$ 5.20	ESC
9	Custom Calling Services, Business/Business PBX, Individual Features, Three-Way Calling Transfer (Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits	\$.00	\$ 5.20	ESCWT
10	Custom Calling Services, Business/Business PBX, Individual Features, Speed Calling (30-code) -Per central office line/trunk equipped	\$.00	\$ 4.00	ESF
11	Custom Calling Services, Business/Business PBX, Individual Features, Speed Calling (8-code) -Per central office line/trunk equipped	\$.00	\$ 4.00	ESL
12	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Variable -Per central office line/trunk equipped	\$.00	\$ 4.80	ESM
13	Custom Calling Services,	\$.00	\$ 5.60	ESX

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5553-04
Option 1 of 1

RATES AND CHARGES

	Business/Business PBX, Individual Features, Call Waiting			
	-Per central office line/trunk equipped	per		
14	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Busy Line		\$.00	\$ 2.40
	-Per central office line/trunk equipped	per		GCE
15	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Don't Answer		\$.00	\$ 2.40
	-Per central office line/trunk equipped	per		GCJ
16	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Don't Answer - Ring Control		\$.00	\$ 2.56
	-Per central office line/trunk equipped	per		GCJRC
17	Custom Calling Services, Business/Business PBX, Individual Features, Remote Access - Forwarding Variable	Call	\$.00	\$.00
	-Per central office line/trunk equipped	per		GCZ
18	Custom Calling Services, Business/Business PBX, Individual Features, Customer Control of Forwarding Don't Answer	Call	\$.00	\$ 4.80
	-Per central office line/trunk equipped	per		GJC
19	Custom Calling Services, Business/Business PBX, Individual Features, Customer Control of	Call	\$.00	\$ 5.56
				GJP

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5553-04
Option 1 of 1

RATES AND CHARGES

Item	Service	Rate	Charge	Code
20	Forwarding Busy Line -Per central office line/trunk equipped BellSouth® TouchStar® service, Individual Features, Business, Call Return (denial of activation)	\$.00	\$.00	BCR
21	BellSouth® TouchStar® service, Individual Features, Business, Repeat Dialing (denial of activation)	\$.00	\$.00	BRD
22	BellSouth® TouchStar® service, Individual Features, Business, Anonymous Call Rejection -Per line	\$.00	\$ 3.20	HBY
23	BellSouth® TouchStar® service, Individual Features, Business, Enhanced Caller ID with Call Management (with ACR) -Per line	\$.00	\$ 13.56	N1ACR
24	BellSouth® TouchStar® service, Individual Features, Business, Enhanced Caller ID with Call Management (with ACR and Call Forwarding Don't Answer) -Per line (Call Forwarding Don't Answer (CFDA) must be ordered separate from this Rate Element.)	\$.00	\$ 13.56	NCACR
25	BellSouth® TouchStar®	\$.00	\$ 4.80	NCE

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5553-04
Option 1 of 1

RATES AND CHARGES

26	service, Individual Features, Business, Preferred Call Forwarding -Per line BellSouth@ TouchStar@	\$.00	\$.00	NOB
27	service, Individual Features, Business, Calling Number Delivery Blocking - Permanent -Per line (Agency) (Only available to subscribers of Non-Published Listing Service as described in A6.4.1 of the GSST or special agencies as d BellSouth@ TouchStar@	\$.00	\$.00	NSD
28	service, Individual Features, Business, Caller ID-Basic -Per line BellSouth@ TouchStar@	\$.00	\$ 5.20	NSK
29	service, Individual Features, Business, Repeat Dialing -Per line BellSouth@ TouchStar@	\$.00	\$ 5.20	NSQ
30	service, Individual Features, Business, Call Return -Per line BellSouth@ TouchStar@	\$.00	\$.00	NSS
31	service, BellSouth@ TouchStar@	\$.00	\$ 5.20	NST

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5553-04
Option 1 of 1

RATES AND CHARGES

	Individual Features, Business, Call Tracing -Per line				
32	BellSouth@ TouchStar@ service, Individual Features, Business, Call Block -Per line		\$.00	\$5.20	NSY
33	BellSouth@ TouchStar@ service, Individual Features, Business, Call tracking-Bulk Calling Line Identification, Per DID trunk arrangement		\$.00	\$.00	NXB
34	BellSouth@ TouchStar@ service, Individual Features, Business, Enhanced Caller ID (with ACR) -Per line		\$.00	\$11.16	NXECR
35	BellSouth@ TouchStar@ service, Individual Features, Business, Call tracking-bulk call line identification, per line-trunk arrangmnt Non-DID		\$.00	\$.00	NXK
36	BellSouth@ TouchStar@ service, Individual Features, Business, Caller ID - Deluxe (with ACR) -Per line		\$.00	\$.00	NXMCR
37	BellSouth@ TouchStar@ service, Individual Features, Business, Caller ID - Deluxe (without ACR)		\$.00	\$.00	NXMMN

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5553-04
Option 1 of 1

RATES AND CHARGES

	-Per line for Multi-Line Hunt Group arrangements			
38	Star 98 Access (1A Provisioning Only)	\$.00	\$.00	S981A
39	Star 98 Access to BellSouth® Voice Mail	\$.00	\$ 1.60	S98VM
40	MemoryCall® Basic Voice Messaging Service, Includes 120 minutes, each additional minute \$.08	\$.00	\$ 9.60	VMY
41	MemoryCall® Deluxe Voice Messaging Service Includes 200 minutes, each additional minute \$.08	\$.00	\$ 12.00	VMZ1X
42	Non-Published (Private) Listing Listing-Not in Directory or Directory Assistance	\$.00	\$ 4.50	NPU
43	Additional listing Business, Each	\$.00	\$ 2.20	CLT
44	Optional Calling Plan, Extended Local Calling Plan, 1,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.045 per minute of use (Minimum 10 Flat Rate Business Lines required.)	\$.00	\$ 10.00	OCWFA
45	Optional Calling Plan, Extended Local Calling Plan, 2,500 Minutes Per Month Plan, Per Plan -Overage rate of \$.045 per minute of use (Minimum of 10 Flat Rate Business Lines required.)	\$.00	\$ 20.00	OCWFB

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5553-04
Option 1 of 1

RATES AND CHARGES

46	Optional Calling Plan, Extended Local Calling Plan, 7,500 Minutes Per Month Plan, Per Plan -Overage rate of \$.045 per minute of use (Minimum of 10 Flat Rate Business Lines required.)	\$.00	\$30.00	OCWFC
47	Optional Calling Plan, Extended Local Calling Plan, 10,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.045 per minute of use (Minimum of 17 Flat Rate Business Lines required.)	\$.00	\$40.00	OCWFD
48	Optional Calling Plan, Extended Local Calling Plan, 15,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.039 per minute of use (Minimum of 24 Flat Rate Business Lines required.)	\$.00	\$50.00	OCWFE

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-5549-04
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. In the event that a material change in Subscriber's business conditions jeopardizes Subscriber's ability to perform the terms and conditions stated herein, then Company and Subscriber both agree to make a good faith attempt to renegotiate any unfavorable term or condition. No change, amendment or modification to this agreement may be made without the mutual, prior and written consent of both parties and shall be consistent with the provisions of all applicable tariff(s).
4. This Contract Service Arrangement provides a discounted rate with tiers for Flat Rate Business Lines for a fixed 24 month payment period. Rate tiers are based upon the volume of flat rate Business Lines within the BellSouth region and reflect a volume discount for larger quantities of service. The following volume discount tiers and corresponding are provided and are coterminous with this arrangement Agreement:

Tier No. Qty. of Business Lines Monthly Rate

Tier No.	Qty of Business Lines	Monthly Rate by State								
		AL	FL	GA	KY	LA	MS	SC	NC	TN
1	100-600	\$27.00	\$24.00	\$24.00	\$28.00	\$30.00	\$34.00	\$28.00	\$28.00	\$25.00
2	601 +	\$24.93	\$21.39	\$21.00	\$26.49	\$28.36	\$32.25	\$25.10	\$25.10	\$22.93

5. The rates set forth in this Agreement are based upon the Customer purchasing a minimum quantity of one hundred (100) Flat Rate Business Lines (Minimum Quantity Requirement) throughout the BellSouth region within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement.
6. Effective with the execution of this Agreement, Customer may add and delete flat rate Business Lines without installation charges and termination liability, provided that the Minimum Quantity Requirement has been met and is maintained, the Service has been installed for at least six months, and provided Customer certifies to Company in writing that it has not substituted the services provided by other vendors in place of the services provided by Company.
7. Audits will also be conducted on the anniversary date of the signing of this Agreement and at random to ensure that the appropriate tier minimum quantity is being maintained. If it is determined that the minimum is not met, then the recurring rates for each rate element will increase to the appropriate discounted rate based on the above schedule.
8. Extended Local Calling Plan is an optional service designed to provide intraLATA long distance/toll calling for business customers via a monthly rate for a fixed number of long distance/toll minutes for all calls that are dialed to exchanges within the LATA, but outside the Local Calling Area (LCA) as defined in Section A3 of the General Subscriber Services Tariff.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-5549-04

Option 1 of 1

a. The Extended Local Calling Plan accumulates intra-LATA minutes within the same state Revenue Accounting Office (RAO) from single earning numbers/locations/account numbers (non-aggregated) and/or multiple earning numbers/locations/account numbers (aggregated).

b. A customer may have both non-aggregated and Aggregated Extended Local Calling Plan on the same agreement.

c. Extended Local Calling Plan is available only in conjunction with the following flat rate services:

- 1) BellSouth Primary Rate ISDN w/Flat Rate B-Channels
- 2) Flat Rate Single Line Business
- 3) Flat Rate Multiline Business

Rates for these services include local usage in the Local Calling Area and are in addition to those for Extended Local Calling Plan.

d. Extended Local Calling Plan customers may aggregate usage of like services from different earning numbers/locations/account numbers within the same state Revenue Accounting Office (RAO). Extended Local Calling Plan customers may not aggregate usage of unlike services. For example, customer may aggregate usage for flat rate simple business lines and flat rate complex business lines, but may not aggregate usage for flat rate business lines and Primary Rate ISDN).

e. The Extended Local Calling Plan is furnished subject to the availability of facilities.

f. Extended Local Calling Plan usage will be determined as follows:

- 1) Extended Local Calling Plan incurs a monthly flat rate for a fixed number of minutes (Minutes Per Month Plan) to exchanges within the LATA.
- 2) Minutes that exceed the Minutes Per Month Plan fixed allowance will be charged a per minute rate for each additional minute.
- 3) Extended Local Calling Plan usage will be rounded in six (6) second increments.

g. Call Detail will not be available on the Extended Local Calling Plan customer bill, and will not be available for customer review.

h. In the event that minutes of use for calls terminating in an Independent Company Exchange exceed 15% of the customer Minutes Per Month Plan allowance, Company reserves the right to terminate that customer's Extended Local Calling Plan.

9. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines from BellSouth Telecommunications, Inc. (BST) that are reported as regulated services by BST in accordance with the FCC's Part 32 'Uniform System of Accounts'.

10. The rates set forth in this Agreement are based upon Subscriber retaining and agreeing to pay Company for the minimum number of Flat Rate Business Lines required for the Extended Local Calling Plan, Minutes Per Month Plan(s) ordered within the same state Revenue Accounting Office ("Minimum Quantity Requirement") within three (3) months of execution of this Agreement and maintaining this Minimum Quantity Requirement throughout the term of this Agreement (detailed below with its associated Minutes Per Month Plan).

Minutes Per Month Plan	Minimum Number of Flat Rate Business Lines ("Minimum Quantity Requirement")
1,000	10

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-5549-04
Option 1 of 1

2,500		10
7,500		10
10,000		17
15,000		24
30,000		48
45,000		72
60,000		96
75,000		120
90,000		144

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-5553-04
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (continued)

11. The Customer's total quantity of Flat Rate Business Lines will be reviewed by the Company periodically, or no less than annually on the anniversary date of the signing of this Agreement to determine if the Minimum Quantity Requirement has been met and is being maintained. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. Should the Minimum Quantity Requirement not be attained within the time period specified, or if it is not maintained at any time after the three month anniversary date, then all services will revert to the full tariff recurring rates thirty days after receipt of written notice by Company. In addition, the Customer will be charged all nonrecurring charges that were waived at installation of each Flat Rate Business Line, including but not limited to the charges as identified below and a Contract Preparation Charge of two hundred forty-two dollars (\$242.00).

Line Connection Charge, First Line	\$ 73.00 each
Line Connection Charge, Additional Lines	\$ 22.00 each
NXB	\$500.00 each
NXK	\$500.00 each
VMY	\$ 15.00 each
VMZ1X	\$ 15.00 each

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**ADDENDUM
AGREEMENT**

Case Number KY06-0828-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Ft.Knox ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY04-0850-00. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein

Offer Expiration: This offer shall expire on: 5/17/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.
4. Late payment or interest charges shall be applied to Subscriber invoices in accordance with the applicable requirements of the Federal Acquisition Regulations Prompt Payment Act.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



ADDENDUM
AGREEMENT

Case Number KY06-0828-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Ft. Knox

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

Conchas for David A Page
By: _____
Authorized Signature
Printed Name: *CYNTHIA D ROSSMAN AVP Fed Sales*
Title: *MOX CONTRACT Fed Sales*
Date: *1/27/06*

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHERN COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



ADDENDUM
AGREEMENT

Case Number KY06-0828-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Service description:

This Addendum to sold Contract Service Arrangement (CSA) KY04-0850-00 provides MegaLink® Service and billing for Altel PRI.

This Agreement is for a service period of Fifty-two (52) months to be co-terminus with the existing CSA on June 1, 2010.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 5



ADDENDUM
AGREEMENTCase Number KY06-0828-00
Option 1 of 1**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. One-Time Charge for Service Establishment	\$600.00	\$.00	MGLSE
2. MegaLink Local Channel, First 1/2 Mile	\$300.00	\$75.00	ILDPA
3. MegaLink Local Channel, Each Additional 1/2 Mile	\$.00	\$37.00	ILDPA
4. One-Time Charge for Premise Visit	\$35.00	\$.00	MGLPV
5. Interoffice channel mileage, fixed rate, 9-25 miles	\$125.00	\$60.00	ILNO2
6. Interoffice channel mileage, each airline mile, 9-25 miles	\$.00	\$14.00	ILNOB
7. ALLTELL PRI Access Line	\$500.00	\$210.00	1PA5
8. ALLTELL PRI Interface	\$.00	\$340.00	25I2J
9. ALLTELL B-channels	\$.00	\$5.00	ISDNO
10. ALLTELL Federal Service Charge	\$.00	\$11.85	FUSFI
11. ALLTELL Surcharge	\$.00	\$46.00	SPRI
12. ALLTELL End User Access	\$.00	\$10.00	EUPRI
13. ALLTELL Interoffice Mileage	\$.00	\$105.40	IL5XX
14. ALLTELL Surcharge	\$.00	\$40.00	TRG

PRIVATE/PROPRIETARY

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Page 4 of 5



**ADDENDUM
AGREEMENT**

Case Number KY06-0828-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.

2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
- Continue paying the monthly rate for the remainder of the Agreement term, or
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

3. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

4. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$367.00
MGLSE	\$600.00, each
ILDZ	\$300.00, each
ILNO2	\$ 62.50, each
MGLPV	\$ 35.00, each

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 19	
2. CONTRACT NO. W91RUS-05-C-0014		3. AWARD/EFFECTIVE DATE 01-May-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W91RUS-04-R-0044	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DUANE M. MARKHAM				b. TELEPHONE NUMBER (No Collect Calls) 520-538-6931	
9. ISSUED BY G4 ACQUISITION OFFICE NETC-LOO-A 2133 CUSHING STREET SUITE 2121 FORT HUACHUCA AZ 85613-7070 TEL: FAX: 520-538-6701		CODE WCD2AA		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (A) NAICS: SIZE STANDARD: 1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/ OFFEROR BELL SOUTH TELECOMMUNICATIONS INC. ROBBIE BARNES 2180 LAKE BLVD MAIL CODE 11801 ATLANTA GA 30319-8004 TEL: 404-241-0059		CODE 0N0N7		18a. PAYMENT WILL BE MADE BY DFAS-LEXINGTON BLUE GRASS STATION, DFAS-LEXINGTON, BLDG LEXINGTON KY 40519-4063		CODE	
FACILITY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA See Schedule		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$73,453.44					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5, 52.212-6 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: W91RUS-04-R-0044		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Duane M. Markham</i>				31c. DATE SIGNED 08-Apr-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DUANE M. MARKHAM / CONTRACTING OFFICER TEL: 520-538-6931 EMAIL: duane.markham@netcom.army.mil			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

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W91RUS-05-C-0014

Page 9 of 19

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

This contract shall be in effect from the effective date of the contract for a period not to exceed five years.

Base Period	1 Jun 2005 - 31 May 2006
1st Option Period	1 Jun 2006 - 31 May 2007
2nd Option Period	1 Jun 2007 - 31 May 2008
3rd Option Period	1 Jun 2007 - 31 May 2009
4th Option Period	1 Jun 2009 - 31 May 2010

PLACE OF PERFORMANCE

Services under this contract are required to be performed at the following location(s): Fort Knox, KY.

(END OF SECTION F)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0004AA	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0005AA	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0006AA	N/A	N/A	N/A	N/A



COMMERCIAL COMMUNICATION WORK ORDER		1. WORK ORDER NUMBER KNOX-06-003		2. DATE OF REQUEST (YYMMDD) 051229	
3a. NAME OF COMPANY PROVIDING SERVICE (Must correspond with that shown on the MAX LIMIT CSA) BELLSOUTH BUSINESS SYSTEMS, FEDERAL GOV'T GROUP			3b. NAME OF ORGANIZATION ISSUING WORK ORDER U. S. ARMY DIRECTORATE OF INFORMATION MANAGEMENT		
b. ADDRESS (Street, City, State, Zip Code) 9000 EXECUTIVE PARK DRIVE, BLDG D KNOXVILLE, TN 37923			b. ADDRESS (Street, City, State, Zip Code) 1227 6TH AVENUE FORT KNOX, KY 40121-5660		
SERVICE LOCATION	5a. INSTALLATION NAME DIRECTORATE OF INFO MGMT	c. Bldg. No.	6a. PERSON TO CONTACT (Last, First, M.I.) CHARLOTTE A. VOWELS		
	b. ADDRESS (City, State, Zip Code) 1227 6TH AVE. FT KNOX, KY 40121-5660	d. Room No. 127	b. TITLE TELECOMM COORD OFFICER	c. TELEPHONE NO. 502-624-4772	
7. MAX LIMITS CSA NO. CONTRACT #W91RUS-05-C-0014			8. CSA NUMBER		
9. PBX STATION NUMBER			10. DESIRED COMPLETION DATE (YYMMDD) 060120		
11. DESCRIPTION OF SERVICE		NO. OF UNITS	UNIT COST	ESTIMATED CHARGES	
				MONTHLY	NON-RECURRING
REMOVE AND CONVERT THE FOLLOWING AS STATED BELOW:					
FXFI1 - FX EXCHANGE ACCESS LINE OPEN END SERVED BY AN INDEPENDENT		-14	-47.30	(\$662.20)	
FXSTS - FX SERVICE		-14	0.00	\$0.00	
TQISQ - PVT LINE - FX TRUNK TERMINATION		-14	0.00	\$0.00	
WHH9B - SPECIAL ASSEMBLY		-14	-26.81	(\$375.34)	
WHH9C - SPECIAL ASSEMBLY		-14	-38.72	(\$542.08)	
WLH14 - FX INTEREXCHANGE CHANNEL MILE OPEN OR CLOSED END SRVD BY AN INDEPDT		-14	-28.25	(\$395.50)	
LLH16 - FX INTEREXCHANGE CHANNEL MILE OPEN OR CLOSED END SRVD BY AN INDEPDT		-14	-1.70	(\$23.80)	
**** THE NUMBERS TO BE REMOVED & CONVERTED ARE ON PAGE 2 OF THIS ORDER.					
ADD THE FOLLOWING TO CONTRACT: CONVERT/REMOVE THE ABOVE WITH INSTALL FX SERVICE PRI W/23 B+1 D CHANNELS TO ELIZABETHTOWN. ADDITIONAL INFORMATION ON PAGE 2.		1	1,252.21	\$1,252.21	\$1,497.50
TO BE COMPLETED BY THE VENDOR: Service Order # & Date Service Completed: _____ Vendor Representative / Phone Number: _____					
TOTAL ESTIMATED CHARGES				(\$746.71)	\$1,497.50
12a. NAME OF REQUESTING OFFICER (Last, First, M.I.) CHARLOTTE A. VOWELS, TCO			b. PAY GRADE DAC	c. SIGNATURE <i>Charlotte A. Vowels</i>	
13. REMARKS TELCO MUST FURNISH ONE (1) COPY WITH COMPLETION DATE AND CHARGES TO: DOIM ATTN: CHARLOTTE VOWELS 1227 6TH AVENUE FORT KNOX, KY 40121-5660 FAX #502-624-2410					



WORK ORDER #: KNOX-06-003 **29 DEC 05**

PAGE 2 OF 2

FX LINES - ELIZABETHTOWN

BILLING # 502 Q72-2727 001

CIRCUIT #	EARNING #
50.GXNC.270.769.2741	502-M74-0287
50.GXNC.270.769.2918	502-M74-1317
50.GXNC.270.769.2740	502-M74-3167
50.GSNC.270.769.3084	502-M74-3438
50.GXNC.270.769.3632	502-M74-3687
50.GXNC.270.769.3193	502-M74-4262
50.GXNC.270.769.3204	502-M74-4396
50.GXNC.270.769.2537	502-M74-5452
50.GXNC.270.769.3470	502-M74-7281
50.GXNC.270.769.3585	502-M74-7882
50.GXNC.270.769.2538	502-M74-7984
50.GXNC.270.769.3082	502-M74-8209
50.GXNC.270.769.2676	502-M74-8282
50.GXNC.270.769.3197	502-M74-9536

PRI channels are to have the following features:

- 2 way calling w/270.769.2537 as the pilot number for the PRI if possible.
- Retention of the remainder of the numbers is not required.
- National Standard PRI NH1
- Signaling is to be B8Z5/ESF
- Incoming call collision is to be high to low

Upon completion billing is to be included with main billing of 502-624-1181.
with other existing PRI service.

Technical POC at location is Scottie Larimore @ 502-624-4501.
Order/billing POC is Charlotte Vowels @ 502-624-4772.

NOTE ---->>

**EXISTING ELIZABETHTOWN FX SERVICE CANNOT BE
DOWN OR OUT OF SERVICE AT ANY TIME UNTIL PRI IS
UP AND WORKING AT COMPLETION.**

TARIFF BRANCH
RECEIVED
 3/10/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2127-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and HERITAGE ENVIRONMENTAL SERVICES ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2127-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
333 Commerce St.
Nashville, TN 37201

Subscriber
HERITAGE ENVIRONMENTAL SERVICES
4925 HELLER ST
LOUISVILLE, KY 40218

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2127-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2127-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 6/6/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a thirty-six (36) month service period.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials J.B.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2127-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
HERITAGE ENVIRONMENTAL SERVICES

By: *Jeff Baetzel*
Authorized Signature

Printed Name: JEFF BAETZEL

Title: VP OPTIMIZATION & FINANCE

Date: 2/15/06

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Telecommunications, Inc.

By: *Jana Levendoski*
Authorized Signature

Printed Name: Jana Levendoski

Title: SM

Date: 2/16/06

PRIVATE/PROPRIETARY

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TARIFF BRANCH
RECEIVED
3/10/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2127-00
 Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$.00	\$130.00	11.D1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$16.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$75.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2127-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement with the exception that volume discounts as outlined in the tariff do not apply. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. The following nonrecurring charges will not apply upon initial installation. However, if the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

<u>USOC</u>		<u>Nonrecurring Charge</u>
Contract Preparation Charge	(WGGVF)	\$342.00
ILDIE		\$875.00, each
PR71V		\$110.00, each
PR73V		\$ 5.00, each

3. Apply five End User Common Line Charges for each Primary Rate Interface.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**

Case Number KY05-J313-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and JEFFERSON COUNTY PUBLIC SCHOOLS (KY) ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement (KY03-G881-05). This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 3/28/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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Page 1 of 5



ADDENDUM
AGREEMENT

Case Number KY05-J313-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
JEFFERSON COUNTY PUBLIC SCHOOLS (KY)

By: Linda D. Ballman
Authorized Signature

Printed Name: Linda Ballman

Title: Director of Purchasing

Date: 12-20-05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: Sheri Rose
Authorized Signature

Printed Name: SHERI ROSE

Title: BRANCH SALES MGR

Date: 1-6-06

PRIVATE/PROPRIETARY
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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

TARIFF BRANCH
RECEIVED
3/10/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ADDENDUM
AGREEMENT

Case Number KY05-J313-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Service description:

This Addendum Agreement changes the terms and conditions of existing contract KY03-G881-05.

This Agreement is for eight (8) months.

Under this Agreement, this service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY05-J313-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to the existing rate elements.	\$0.00	\$0.00	

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number KY05-J313-00
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' section of the 'RATES AND CHARGES' pages of Contract Service Arrangement Agreement KY03-G881-05 is modified by the addition of the following:

1. BellSouth agrees to comply with all service related requirements, which are in the control of BellSouth as set out in the appropriate tariff and technical standards. However, in the event that a service related issue arises which is unacceptable to the Customer and where BellSouth has exhausted all reasonable effort to cure the service problem, then, BellSouth and Customer agree to negotiate in good faith a mutually acceptable solution, which may include termination of service. This agreement to negotiate an acceptable solution does not include events related to scheduled preventative maintenance, acts of God or conditions outside of BellSouth's reasonable control.

2. This Agreement or any services provided by the CONTRACTOR under an IBAP may be canceled by the State at any time and for any reason, upon providing the CONTRACTOR with ninety (90) days notice prior to the effective date of said cancellation. There shall be no termination or like charges to the STATE in the event of cancellation pursuant to this provision, and the STATE shall pay any outstanding balance on invoices for services delivered prior to the effective date of said cancellation but shall not be liable for any further charges. In the event that this Agreement or a particular service is terminated or canceled without the ninety (90) day advance written notice, the STATE shall negotiate reasonable termination costs, if applicable.

3. Customer shall be allowed to migrate from the standard commercial contract to the Kentucky Information Highway 2 contract with no termination charges.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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JPMC Agreement Number: 68849
 BBMA Agreement No. LA04-E141-00
 Regulated Services Agreement LA04-E141-10

REGULATED SERVICES ATTACHMENT
TO MASTER AGREEMENT for the provision of TELECOMMUNICATIONS
AND RELATED SERVICES dated November 7, 2005 (the "Agreement")

JP Morgan Chase Bank, National Association

This Regulated Services Attachment ("Attachment") is between JP Morgan Chase Bank, National Association ("Customer") and BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of Regulated Services from BST and reported as such by BST in accordance with the FCC's Part 32 "Uniform System of Accounts" ("Regulated Services").

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

Customer recognizes and agrees that this Attachment is subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Services Included under this Attachment will be purchased pursuant to the terms of this Attachment and the Agreement in effect in each state. For Regulated Services provided under the Regulated Services Attachment in South Carolina and Tennessee, the tariff terms and conditions that are in effect and on file with the South Carolina Public Service Commission and the Tennessee Regulatory Authority, respectively, are incorporated herein by reference as contract terms and not as terms of a tariff ("Tariff Terms"). These Tariff Terms can be reviewed at www.bellsouth.com. The rates, charges and provisions of such Tariff Terms applicable to the Services will apply unless and except to the extent this Attachment or the Agreement contains express rates, charges, fees and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Attachment or the Agreement will control to the extent permitted by applicable law). BST agrees Customer will be provided any appropriate tariff decreases for any rate element for Services purchased at tariff rates; provided, however, that in the event the tariff rate for any Service provided hereunder should be decreased below the rates set forth in the Schedule for such Services, the rates set forth in the Schedule shall be adjusted to reflect the lower rate.

2. Pricing Schedules. BellSouth agrees to provide and Customer agrees to pay the recurring and non-recurring rates, fees and charges set forth in the pricing schedules, attached hereto as Exhibits A through R ("Pricing Schedules"), for the Regulated Services ordered hereunder. Rates for additional and/or new Regulated Services will be stated in a Pricing Schedule mutually agreed to by the Parties in writing.

3. Cancellation.

If Customer cancels a Service ordered pursuant to an Order Attachment, prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay actual documented costs incurred in the implementation of the cancelled Regulated Service, not to exceed all costs that could apply if the work in the implementation of the Order Attachment had been completed.

4. Termination.

4.1 If Customer cancels a service ordered pursuant to an Order Attachment at any time prior to the expiration of the service period set forth in the appropriate Order Attachment(s), Customer shall be responsible for termination charges as agreed to and provided for in the Pricing Schedules or as specifically agreed to in writing by the Parties under a separate customized agreement.

4.2 Customer acknowledges it has options for its telecommunications services from service providers other than BST and it has chosen BST to provide the Regulated Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the minimum service period set forth in the Order Attachment, Customer will not pay applicable Termination Charges where a certified reseller of BST local service resells this Attachment to Customer and agrees in writing to assume all of Customer's obligations to BST under this Attachment.

5. Service Period.

5.1 The service period for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment.

5.2 At the expiration or termination of this Attachment, Customer may renew this Attachment as provided in Section 12.4. For Services ordered under Pricing Schedules that are coterminous with this Attachment, if such renewal is not elected and Customer does not request discontinuance of the Service under this Attachment, the Regulated Service will be provided at the current rate as indicated in the tariff on a month-to-month basis. For Services ordered under Pricing Schedules that are not coterminous with this Attachment, the renewal options shall be those set forth in those Schedules and in the Agreement. If Customer does not elect such a renewal and does not request discontinuance of Service, the Regulated Service under those Schedules will be provided at the current rate as indicated in the tariff on a month-to-month basis.

ANNUAL REVENUE SPEND PROVISIONS (Sections 5 -- 11).

6. Definitions. As used in this Attachment, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Attachment.

6.1 "Annual Revenue Spend" - the amount of billing each year to Customer for BST Regulated Services for purposes of determining the applicable Pricing Schedule and the Annual Growth Incentive Award ("AGIA") payable under this Attachment.

6.2 "Baseline" - in Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services that is used to calculate the Annual Revenue Spend. The Baseline for Contract Year 1 will be \$5,000,000. The Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period prior to the application of any AGIA.



JPMC Agreement Number: 68849
BBMA Agreement No. LA04-E141-00
Regulated Services Agreement LA04-E141-10

6.3 "Contract Year" - the twelve (12)-month period during the term of this Attachment beginning on September 1, 2005 ("Effective Date") provided both Parties have signed this Attachment no later than November 30, 2005, or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.

6.4 "Expiration Date" - the date on which the term of this Attachment expires.

6.5 "Pricing Tier" - the level of pricing for Services purchased by Customer as set forth in the Pricing Schedules based on Customer's Annual Revenue Spend. The Pricing Tier to be utilized for Services purchased hereunder in Contract Year 1 shall be at the Tier 4 level. The Pricing Tier in subsequent Contract Years shall be based on Customer's Annual Revenue Spend for the previous Contract Year.

6.6 "Term" - the number of Contract Years or the number of months the Annual Revenue Spend provisions of this Attachment are effective. The Term of this Agreement is 2 Contract Years to be co-terminous with the Initial Term of the Agreement.

6.7 "Eligible Services" - all Regulated Services purchased by Customer or its Affiliates, whose billing is used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered Eligible Services.

7. Annual Revenue Spend

7.1 Customer and BST agree that all recurring charges for Eligible Services billed by BST to Customer during each year of this Attachment will be applied toward the Annual Revenue Spend. Customer's progress toward meeting the Annual Revenue Spend levels will be tracked by BST and measured in pre-AGIA billed dollars.

7.2 Customer and BST agree to determine Customer's Annual Revenue Spend at the beginning of each Contract Year.

7.3 BST will identify Customer accounts with Eligible Services and Customer agrees to cooperate with BST in such identification. BST is responsible for including revenues for Eligible Service from those Customer accounts currently serviced by BST.

8. Incentive Payments

8.1 Annual Growth Incentive Award ("AGIA"). If Customer exceeds its Baseline by more than three percent (3.0%) during any Contract Year, Customer will receive an AGIA credit. The AGIA will equal ten percent (10.0%) of the billed charges for Customer's Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed two percent (2%) of the actual billed charges for Eligible Services for the current Contract Year, will be calculated and applied at the time of the Annual True-Up. AGIA credits resulting from the Annual True-Up will be applied in the Other Credits and Charges section of Customer's bill for local and IntraLATA services or in the form of a check, at Customer's option, within thirty (30) days of the completion of the Annual True-Up.

8.2 Loyalty Bonus. Customer will be provided a Loyalty Bonus of \$320,000 at the end of Contract Year 1 and Contract Year 2 for each of those Contract Years in which Customer's Regulated Services billing under this Attachment exceeds \$5,000,000. If Customer does not attain the Loyalty Bonus for Contract Year 1, but Customer's Regulated Services billing under this Attachment for the combination of Contract Year 1 and Contract Year 2 exceeds \$10,000,000, the Loyalty Bonus for Contract Year 2 will be increased from \$320,000 to \$640,000. Loyalty Bonus credits resulting from the Annual True-Up will be applied in the Other Credits and Charges section of Customer's bill for local and IntraLATA services or in the form of a check, at Customer's option, within thirty (30) days of the completion of the Annual True-Up.

9. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the term of this Attachment, the Regulated Services at these locations may be included under this Attachment upon notice by Customer, and BST and Customer will amend this Attachment as appropriate to include such Regulated Services. For accounts acquired by Customer during the term of this Attachment, Customer agrees to notify BST within a reasonable amount of time of the acquisition of such account and Company agrees that it will include revenues associated with the relevant account retroactively to the date of the acquisition up to a maximum of 120 days. Additional Eligible Service accounts may be added only by mutual agreement of the Parties. Eligible Services included in this Attachment as the result of an acquisition will be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.

10. Annual True-Up. Within 90 days after the end of each Contract Year, BST will conduct a review of Customer's revenue for that previous Contract Year to determine if Customer qualifies for an AGIA credit for the previous Contract Year and to determine the appropriate Pricing Tier for the subsequent Contract Year ("Annual True-Up"). If the Customer's Annual Revenue for the previous Contract Year warrants a change to a different Pricing Tier, the rates will be adjusted as indicated in the Schedule effective at the beginning of the subsequent Contract Year.

11. Taxes. Applicable taxes and fees will be based on the prices set forth in the Pricing Schedules. The AGIA will be treated for tax purposes as a reward and not as a discount or refund of previously paid charges. Accordingly, no taxes or fees will be refunded or added to the amount of any AGIA given to Customer under this Attachment.

MISCELLANEOUS PROVISIONS

12. Miscellaneous Provisions

12.1 Except as otherwise provided in this Attachment, notices required to be given pursuant to this Attachment shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States Mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either Party hereto may change the name and address to whom all notices or other documents required under this Attachment must be sent at any time by giving written notice to the other Party. Current addresses are:

BellSouth
BellSouth Business Systems, Inc.
Attn: Director of Contract Management
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer
JP Morgan Chase Bank
Strategic Sourcing Organization
270 Park Avenue, 37th Floor
New York, NY 10017



JPMC Agreement Number: 68849
BBMA Agreement No. LA04-E141-00
Regulated Services Agreement LA04-E141-10

With a copy to:

JPMorgan Chase Bank
Legal and Compliance Department
Technology and Supplier Contracts Group
1 Chase Manhattan Plaza, Floor25
New York, New York 10081
Attn: Finance and Operations Manager

12.2 In the event that one or more of the provisions of this Attachment shall be invalid, illegal, or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability, and the remainder of this Attachment shall continue in full force and effect.

12.3 Customer shall not furnish the name, trademark or proprietary indicia of BellSouth Corporation or any Affiliate thereof (including BST), as a reference, or utilize the name, trademark or proprietary indicia of BellSouth Corporation or any Affiliate thereof (including BST), in any advertising, announcements, press releases or other promotional materials including testimonials, quotations, case studies, and other endorsements. No exceptions are granted without the prior written consent of the BellSouth Intellectual Property Corporation, such consent to be granted or withheld in the sole and absolute discretion of BellSouth.

12.4 Extension of Term. The term of this Attachment may be extended (a) for two additional one-year periods upon Customer providing BST written notice provided by an authorized representative of Customer of its intent to renew at least thirty (30) days before the beginning of each one-year renewal period or (b) pursuant to the Renewal Year or Transition Year options set forth in the Agreement.

12.5 Non-Recurring Charges. Customer and BellSouth agree that Non-Recurring charges for the installation of Regulated Services ordered hereunder as detailed by BellSouth's lawfully filed Tariffs will be waived on the condition that the Customer maintains the Service installed for a minimum service period of six (6) months and maintains a minimum of \$500,000 in annual Eligible Services billing. However, if the Service is disconnected prior to the expiration of the minimum service period, the Customer will pay the prorated Non-Recurring charges associated with the disconnected Service.

Customer acknowledges that Customer has read and understands this Attachment and agrees to be bound by its terms and conditions. Customer further agrees that the Agreement, this Attachment and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BellSouth is subject to BellSouth credit and other approvals. This Attachment is not binding upon BellSouth until executed by an authorized employee, partner, or agent of Customer and BellSouth. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Attachment. This Attachment may not be modified, amended, or superseded other than by a written instrument executed by both Parties.

CUSTOMER: JP Morgan Chase Bank National Association

By: [Signature]
(Signature)

By: JOHN W. SACK
(Printed Name and Title)
SENIOR VICE PRESIDENT

Date: NOV - 7 2005

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: [Signature]
(Signature)

By: John D. Irwin VP6M
(Printed Name and Title)

Date: 11-16-05

NOV - 7 2005

TARIFF BRANCH
RECEIVED
3/10/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

JPMC Agreement Number: 68849
BellSouth Business Master Services Agreement LA04-E141-00
Regulated Services Attachment LA04-E141-10
Total Revenue Spend Bonus Attachment

Total Revenue Spend Bonus Attachment

TO MASTER AGREEMENT for the provision of TELECOMMUNICATIONS AND RELATED SERVICES dated November 7, 2005 (the "Agreement")

JP Morgan Chase Bank, National Association

This Attachment supplements the terms and conditions of the Master Agreement for the provision of Telecommunications and Related Services, BBMA No. LA04-E141-00 ("Master Agreement") between JP Morgan Chase Bank, National Association ("Customer") and BellSouth Business Systems, Inc., on behalf of the BellSouth Companies ("BellSouth"), for the purpose of establishing a Total Revenue Spend Bonus ("TRSB").

1. Total Revenue Spend Bonus Eligible Services and Revenues

1.1 Unless otherwise specified herein, each defined term used in this Attachment shall have the same meaning as in the Master Agreement or relevant Attachments to the Master Agreement.

1.2 The Effective Date of this Attachment shall be the same as the effective date of the Master Agreement LA04-E141-00 between Customer and BellSouth. The Term and Expiration Date of this Attachment shall be the same as the Master Agreement (LA04-E141-00).

1.3 Except as specified below, all products and Services described in and purchased by Customer under the Regulated Services Attachment and an attachment for BST Non-Regulated Services to the Master Agreement are eligible services ("TRSB Eligible Services") for determining the TRSB under this Attachment. "BST Non-Regulated Services" shall be defined as all services offered by BST under the Master Agreement that are not equipment or equipment-related services, Long Distance Services, or Regulated Services.

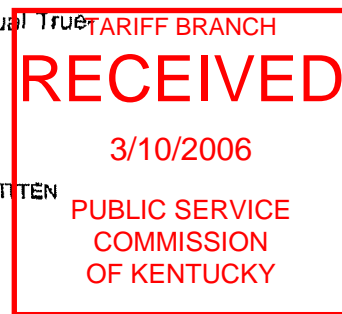
1.4 For BellSouth Telecommunications, Inc. ("BST") Regulated Services, the calculation of TRSB Eligible Services will include all recurring charges for Eligible Services purchased under the Regulated Services Attachment that are billed by BST and paid by Customer. Non-recurring charges, taxes, and publicly imposed surcharges are not considered TRSB Eligible Services.

1.5. For BST Non-Regulated Services, the calculation of TRSB Eligible Services will include all recurring charges for TRSB Eligible Services purchased under any Non-Regulated Services Attachment that are billed by BST and paid by Customer. Non-recurring charges, taxes, and publicly imposed surcharges are not considered TRSB Eligible Services.

1.6 For BellSouth Long Distance Services, the calculation of TRSB Eligible Services will include all recurring charges for TRSB Eligible Services purchased under any Customized Pricing Arrangement that are billed by BellSouth Long Distance and paid by Customer. Non-recurring charges, taxes, and publicly imposed surcharges are not considered TRSB Eligible Services.

2. Total Revenue Spend Bonus Calculation

2.1 The Customer's eligibility for the TRSB credit will be determined during the Annual True-Up, as described in the Regulated Services Attachment.



JPMC Agreement Number: 68849
BellSouth Business Master Services Agreement LA04-E141-00
Regulated Services Attachment LA04-E141-10
Total Revenue Spend Bonus Attachment

2.2 During the Annual True-Up, BellSouth will accumulate and calculate the total amount of revenues received from Customer for TRSB Eligible Services described above to determine the amount of the TRSB credit to which Customer is entitled for the applicable Contract Year. Charges invoiced but not credited because they have not been paid by the completion of the applicable Contract Year, will be credited in the following Contract Year if they have been paid by the completion of the following Contract Year.

2.3 Customer eligibility for a TRSB (defined as a percentage of TRSB Eligible Services Billing) will be determined as specified below.

TRSB Eligible Services Annual Billing	TRSB
\$8,000,000 and Above	4%
\$7,000,000 – 7,999,999	3%
\$6,000,000 - 6,999,999	2%
Below \$6,000,000	0%

2.4 At Customer's option, the TRSB may be applied as a credit on Customer's bill(s) in proportion to the revenue attributable to the BST Regulated Services, BST Non-Regulated Services, and BellSouth Long Distance Services, or paid in the form of a check(s) by BellSouth to Customer, within (30) days following the completion of the Annual True-Up of the Regulated Services Attachment.

2.5 BellSouth will provide Customer written documentation to support the TRSB calculation and credit or payment.

3. Offer Expiration. This offer shall expire on November 30, 2005.

Customer: BellSouth Companies
JP Morgan Chase Bank, National Association By: BellSouth Business Systems, Inc.

By: [Signature]
(Authorized Signature)

By: [Signature]
(Authorized Signature)

Printed Name: _____

Printed Name: John D. Irwin

Title: JOHN J. SACK
SENIOR VICE PRESIDENT
Date: NOV - 7 2005

Title: VP / GM
Date: 11-16-05

TARIFF BRANCH
RECEIVED
3/10/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

BBMA Agreement No. GA01-8790-00
Regulated Services Agreement GA01-8790-10
Amendment

**AMENDMENT TO BELL SOUTH BUSINESSSM MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT**

This Amendment is to the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement GA01-8790-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and McKesson Corporation ("Customer") on March 12, 2004.

- A. Customer and BST agree to extend the Term of the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement for three (3) additional months.
- B. The "Expiration Date" of the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement shall be May 31, 2006 at 11:59 p.m.
- C. The Effective Date of this Amendment shall be March 1, 2006
- D. This offer shall be valid until February 28, 2006.

Except for the foregoing, the remaining terms and conditions of the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement remain fully executable between BST and Customer.

Customer:

McKesson Corporation

By: [Signature]

Printed Name: JEREMY V. GROSS

Title: SVP, CTO

Date: 2/28/06

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]

Printed Name: AJ Furdus

Title: Sales Mgr

Date: 2-28-06



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1080-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and MONTGOMERY COUNTY PUBLIC SCHOOLS (KY) ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 8



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1080-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
9100 Shelbyville, Suite 300
Louisville, KY 40222

Subscriber
MONTGOMERY COUNTY PUBLIC SCHOOLS (KY)
ATTN: LINDA SPENCER 700 WOODFORD DR
MT STERLING, KY 40353

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1080-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

TARIFF BRANCH
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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1080-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 5/20/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement provides rates and charges for BellSouth® Centrex service served from a DCO® central office.

This Agreement is for a service period of twenty-four (24) months.

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.
®DCO is a registered trademark of Siemens Stromberg-Carlson

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials *DN*

PRIVATE/PROPRIETARY
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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1080-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
MONTGOMERY COUNTY PUBLIC SCHOOLS (KY)

By: [Signature]
Authorized Signature

Printed Name: _____

Title: _____

Date: 2/15/06

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: SHERI ROSE

Title: BRANCH SALES MGR

Date: 2-16-06

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1080-00
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	BellSouth® Centrex service, Payment Plan 3, Standard common equipment, each	\$0.00	\$120.00	MIACS
2	BellSouth® Centrex service, Payment Plan 3, Common equipment customized by the Company at the subscriber's request, each	\$0.00	\$120.00	MIACC
3	BellSouth® Centrex service, Standard Features, per station line, each	\$0.00	\$3.95	CENAA
4	BellSouth® Centrex service, Payment Plan 3, Station Links, Flat Rate, each	\$0.00	\$9.83	M4LFA
5	BellSouth® Centrex service, Payment Plan 3, Station Links for 800 Service Termination, Flat Rate, each	\$0.00	\$9.83	M4LFB
6	BellSouth® Centrex service, Payment Plan 3, Station Links Equipped with Caller ID, Flat Rate, each	\$0.00	\$9.83	M4LFH
7	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$0.00	\$9.83	M4LFM
8	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$0.00	\$9.83	M4LFZ
9	BellSouth® Centrex service, Payment Plan 3, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$0.00	\$0.00	M4LFP9
10	BellSouth® Centrex service, Payment Plan 3, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$0.00	\$0.00	M4LFP2
11	BellSouth® Centrex service, Payment Plan 3, Bridged Links, located on different	\$0.00	\$9.83	M1FNX

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1080-00
Option 1 of 1

RATES AND CHARGES

	premises from station link on non-continuous property, each			
12	BellSouth® Centrex service, Payment Plan 3, Bridged Links, located on different premises from station link on same continuous property, each	\$.00	\$9.83	M1FCX
13	BellSouth® Centrex service, Payment Plan 3, Extended Bridged Links, extended to different premises, different serving wire center, each	\$.00	\$9.83	M1FEX
14	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	\$.00	\$21.50	M9QCX
15	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate	\$.00	\$21.50	M9QIX
16	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate	\$.00	\$21.50	M9QOX
17	Grouping Service, Business, per NAR made rotary	\$.00	\$5.25	HTG

PRIVATE/PROPRIETARY

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Page 7 of 8



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1080-00
Option 1 of 1

RATES AND CHARGES

NOTES:

- 1. Other rate elements used in the provision of this service may not be listed herein, however, can be found in the appropriate BellSouth Tariffs.
- 2. This Agreement is based on a weighted average loop length of .8333 miles. If the weighted average loop length exceeds 1.85 miles the Agreement will be subject to review and re-negotiation.
- 3. Payment Plan designation is for provisioning purposes only.
- 4. The appropriate tariff notes associated with each rate element apply as specified in the GSST.

5. The following non-recurring charges will not apply for stations added initially and subsequent to the initial installation. However, if the BellSouth® Centrex system is disconnected prior to the expiration of the C.S.A., then the Subscriber will pay full non-recurring charges as identified below. The Customer is not liable for nonrecurring charges waived prior to the term of this Agreement. These charges are in addition to any applicable termination liability charges:

Contract Preparation Charge (single charge)	\$342.00
BellSouth® Centrex features (USOC CENAA), each	\$ 19.50
Standard Common Equipment (USOC M1ACS), each, or	\$600.00
Customized Common Equipment (USOC M1ACC) each	\$750.00
Assumed Dial 9 (USOC M2DDA), per system	\$ 40.50
Line Connection, first	\$ 73.00
Line Connection, Additional	\$ 22.00

®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2755-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and NORTH AMERICAN STAINLESS ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2755-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Kentucky.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
 BellSouth Telecommunications, Inc.
 Assistant Vice President
 333 Commerce St.
 Nashville, TN 37201

Subscriber
 NORTH AMERICAN STAINLESS
 6870 US HIGHWAY 42 E
 GIBERT, KY 41045

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2755-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2755-00

Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 6/15/2006.

Estimated service interval following acceptance date: Negotiable weeks.

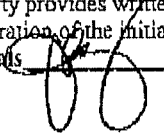
Service description:

This Contract Service Arrangement (CSA) provides for Trunks as part of Basic Local Exchange Service.

This Agreement is for a service period of thirty-six (36) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials



PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number KY06-2755-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
NORTH AMERICAN STAINLESS

By: Judy Pieper-Young
Authorized Signature
Printed Name: Judy Pieper-Young
Title: IS Manager
Date: 2-21-06

Company:
BellSouth Telecommunications, Inc.

By: Kena Levensdoski
Authorized Signature
Printed Name: Kena Levensdoski
Title: SM
Date: 2/21/06

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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COMMISSION
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

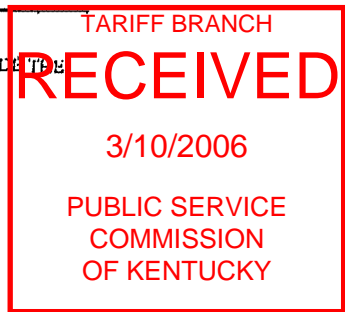
Case Number KY06-2755-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Trunk Lines, Business Trunk - Flat, Combination, Rate Group 1 -each	\$0.00	\$28.00	TFC
2	Trunk Lines, Business Trunk - Flat, DID (Direct In-Dial), Rate Group 1 -each	\$0.00	\$25.66	TDDIX
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Group 1 -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Per Network Access Register, each	\$0.00	\$0.00	TJB
5	Direct-Inward-Dialing (DID) Service, Group of 20 Working Numbers -each	\$0.00	\$3.90	ND4
6	Direct-Inward-Dialing (DID) Service, DID One Way Inward Trunk Termination in Central Office -each	\$0.00	\$27.30	NDT

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2755-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.

2. Unless otherwise provided for in this Agreement, a Termination Liability Charge will be applicable if all or any part of the service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement. Two payment options are available:
- Continue paying the monthly rate for the remainder of the Agreement term, or
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

3. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.

4. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Line Connection Charge, First Line	\$73.00 each
Line Connection Charge, Additional Lines	\$22.00 each

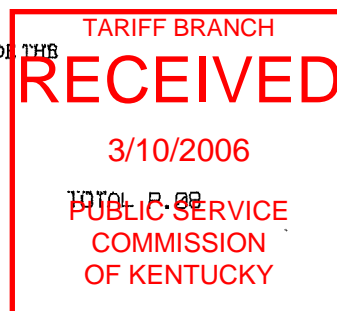
Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$342.00 in addition to applicable termination liability charges.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**

Case Number KY05-K787-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and OWENS CORNING ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement KY05-1249-01. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 4/5/2006.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 5



ADDENDUM
AGREEMENT

Case Number KY05-K787-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
OWENS CORNING

By: [Signature]
Authorized Signature

Printed Name: Gary Albers

Title: Technology Services Mgr

Date: 12/19/05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

SA [Signature]
By: [Signature]
Authorized Signature

Printed Name: David H. Brown

Title: SALES Director

Date: 1/3/06

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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COMMISSION
OF KENTUCKY

**ADDENDUM
AGREEMENT**

Case Number KY05-K787-00
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Service description:

This Addendum to the existing Contract Service Arrangement (CSA) for Business Lines as part of Basic Local Exchange Service reduces existing rates.

This addendum is for a service period of twenty-two (22) months to be co-terminus with the existing Contract Service Arrangement which expires on October 20, 2007.

All terms and conditions of CSA KY05-1249-01 apply to this Addendum Agreement unless modified herein.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 5



**ADDENDUM
AGREEMENT**

Case Number KY05-K787-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Trunk Lines, Business Trunk - Flat, DID (Direct In-Dial), Rate Groups XX -each	\$.00	\$25.00	TDD1X
2	Direct-Inward-Dialing (DID) Service, Group of 20 Working Numbers -each	\$.00	\$5.00	ND4
3	Direct-Inward-Dialing (DID) Service, Non-Consecutive DID Numbers -each	\$.00	\$0.25	ND5
4	Direct-Inward-Dialing (DID) Service, DID One Way Inward Trunk Termination in Central Office -each	\$.00	\$26.00	NDT

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE TARIFF BRANCH
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**

Case Number KY05-K787-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. There are no other additions, deletions or changes to the above referenced CSA KY05-1249-01 included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

2. Nonrecurring charges associated with this Agreement shall not apply for new installations. However, unless otherwise provided for in this Agreement, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

Line Connection Charge, First Line	\$65.00 each
Line Connection Charge, Additional Lines	\$22.00 each

Furthermore, if Customer disconnects all service offered on this Agreement prior to the expiration of this Agreement, then a Contract Preparation Charge applies in the amount of \$348.00 in addition to applicable termination liability charges.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 5 of 5



ADDENDUM
AGREEMENT

Case Number AL05-H702-03

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement

No. GA01-C214-00

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

Offer Expiration: This offer shall expire on: 12/31/2005.

Customer's Billing Address:
Sears, Roebuck and Company
3333 Beverly Rd
Hoffman Estates, IL 60179

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**

Case Number AL05-H702-03
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks.

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Sears, Roebuck and Company ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement AL02-G168-01. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**

Case Number AL05-H702-03
Option 1 of 1

Service description:

This Addendum Agreement extends sold Contract Service Arrangement (CSA) Agreements AL02-G168-01, FL02-G165-02, GA02-G133-01, KY02-G187-02, LA02-G167-01, MS02-G143-01, NC02-G146-01, SC02-G152-01 and TN02-G163-01 for twelve (12) months, effective January 1, 2006, provided that Sears executes this Agreement by December 31, 2005.

This Agreement will expire December 31, 2006.

All terms and conditions of CSA Agreements AL02-G168-01, FL02-G165-02, GA02-G133-01, KY02-G187-02, LA02-G167-01, MS02-G143-01, NC02-G146-01, SC02-G152-01 and TN02-G163-01 apply to this Addendum Agreement unless modified herein.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**

Case Number KY05-H716-03
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to the existing rate elements.	\$.00	\$.00	

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**

Case Number AL05-H702-03
Option 1 of 1

RATES AND CHARGES

NOTES:

There are no other additions, deletions or changes to the above referenced CSA Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**ADDENDUM
AGREEMENT**

Case Number KY05-H716-03
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

RATES AND CHARGES

NOTES (Continued)

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.





October 31, 2005

BellSouth Business Systems, Inc.
2180 Lake Blvd, MS9A
Atlanta, GA 30319

Attention: Laurine Eidson

Re: Extension and Assignment of BellSouth Business Master Services Agreement (BBMSA) GA02-C214-00 by and between Computer Sciences Corporation (as assignee "CSC") and BellSouth Business Systems, Inc. ("Vendor") effective October 2, 2002 and Amendment 1 to Business Master Services Agreement dated December 5, 2002; Regulated Services Attachment (Volume & Term) dated May 1, 2002 (GA02-C214-10); Regulated Services Attachment - Tennessee Addendum dated March 25, 2003; Contract Service Arrangement (CSA-GA02-G133-01); Addendum Agreement(GA02-3106-02); Equipment & Equipment Services Attachment(GA02-C214-30); Contract Service Arrangement (Channelized Trunk Service - GA04-4678-02); Special Service Arrangement Agreement (NC03-F050-05) ([collectively,] the "Agreement")

Dear Madam:

Pursuant to Sears Roebuck and Co.'s ("Sears")' termination of the outsourcing agreement between CSC and Sears, CSC is in the process of assisting Sears with an orderly transition of work back to Sears (the "Transition Services").

As a part of the Transition Services, Sears has indicated its desire to take assignment of the agreement between CSC and Vendor (the "Agreement"). CSC represents that neither CSC nor Vendor has made any amendments or modifications to the Agreement, except as herein. Therefore, Sears and CSC now desire to enter into this Assignment Agreement (the "Assignment Agreement"). All terms defined in the Agreement shall have the same meaning herein unless otherwise specifically noted. For the purposes of this letter, the "Assignment Date" shall be January 1, 2006. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

Subject to Vendor's and Sears' execution of this Assignment letter, CSC hereby notifies Vendor of CSC intent to renew the Agreement pursuant to Section 21 of the Agreement (on the same terms, conditions and prices as the original Agreement). Vendor hereby accepts CSC notice and consents to the assignment of the Agreement in accordance with the terms of this letter. As of the Assignment Date, Sears will assume all rights, obligations and liabilities associated with the assigned Agreement arising on and after the Assignment Date (including the extended term), and Vendor recognizes Sears as the permitted successor and assign under the Agreement. CSC represents and warrants to Sears: (1) CSC is not in default under the Agreement, and (2) all payments due by CSC under the Agreement are current through the effective date of this Assignment Agreement.

TARIFF BRANCH
RECEIVED
3/10/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

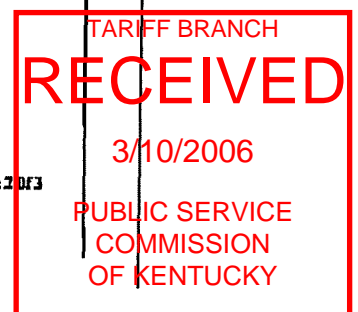
Pursuant to the Agreement, CSC will remain responsible for CSC's obligations or liabilities arising prior to the Assignment Date and Vendor waives all claims and rights against CSC, accruing from and after the Assignment Date that Vendor may have in connection with the Agreement. CSC shall incur no termination charges in connection with this Assignment (regardless of whether Sears later terminates the Agreement for convenience).

Following the Assignment Date, any communications regarding the Agreement should be directed to:

Ms. Valerie Bell
Sears Roebuck and Co.
3333 Beverly Road, B2-225B
Hoffman Estates, IL 60179

Please indicate your consent to the above by affixing your signature below and returning this document via facsimile to Mark Lebo at (847) 286-5876. All parties to this document agree that a facsimile shall be deemed an original signed copy. Your response within the next 5 business days would be greatly appreciated. If you have any questions or other administrative requirements, please contact Mark Lebo at mlebo@csc.com

Signature Page to follow



Signature Page to Assignment Letter between Sears Roebuck and Co., Computer Sciences Corporation and BellSouth Business Systems, Inc. October 31, 2005

Sincerely,

By: Valerie Bell

By: [Signature]

Valerie Bell
VP, IT Service Management & Architecture
Sears Roebuck and Co.

Mark E. Lobo
Procurement Manager, Sears Account
Computer Sciences Corporation

Date: 10/31/05

Date: 10/31/05

Acknowledged and agreed:

BellSouth Business Systems, Inc.

By: [Signature]

Name: Jeffrey S. Painting

Title: A.V.P

Date: 11/2/05

cc: Lucas Tompach, Sears

APPROVED AS TO FORM: [Signature] **QES**

TARIFF BRANCH
RECEIVED
3/10/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ADDENDUM
AGREEMENT

Case Number FL05-K680-00

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. FL04-0621-00.

This Agreement is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff.

Offer Expiration: This offer shall expire on: 4/6/2006.

Customer's Billing Address:
WASTE MANAGEMENT
3001 S PIONEER DR SE
SMYRNA, GA 30082

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number FL05-K680-00
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks.

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and WASTE MANAGEMENT ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreements AL04-0095-02, FL04-0070-02, GA04-0098-02, KY04-0093-02, LA04-0097-02, MS04-0089-02, NC04-0092-02, SC04-0090-02 and TN04-0094-02. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number FL05-K680-00
Option 1 of 1

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

Accepted by:

Subscriber:
WASTE MANAGEMENT

By: Allen T Buford
Authorized Signature

Printed Name: Allen T. Buford

Title: Mgr. Voice Services

Date: 12-15-05

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: Rosemarie T. Marshall
Authorized Signature

Printed Name: Rosemarie T. Marshall

Title: Technical Branch Manager

Date: 12-15-05

PRIVATE PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

TARIFF BRANCH
RECEIVED
3/10/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**ADDENDUM
AGREEMENT**

Case Number KY05-K702-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to the existing rate elements.	\$.00	\$.00	

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY05-K702-00
Option 1 of 1
Attachment 1

KENTUCKY ATTACHMENT

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Kentucky Service Description

This Addendum Agreement to existing CSA KY04-0093-02 extends Customer's BellSouth® Primary Rate ISDN - Voice/Data (Standard) service for twenty-four (24) months following completion of the original twenty-four (24) month term.

All terms and conditions of CSA KY04-0093-02 apply to this Addendum Agreement unless modified herein.

Kentucky Agreement Notes

There are no other additions, deletions or changes to the above referenced CSA KY04-0093-02 included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K818-03

**MASTER CONTRACT SERVICE ARRANGEMENT AGREEMENT - ORDER ATTACHMENT
FOR CSA SERVICES**

This Contract Service Arrangement (CSA)/Order Attachment Agreement ("Agreement" or "Order Attachment") is made pursuant to Master Contract Service Arrangement Agreement No. GA05-8822-00. ("Master CSA Agreement").

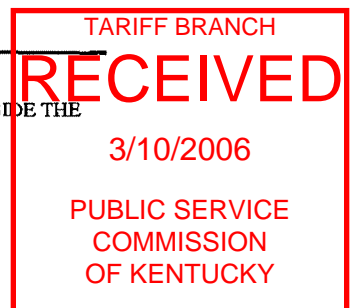
This Agreement is entered into pursuant to Tariff Section a5 of the General Subscriber & Private Line Services.

Offer Expiration: This offer shall expire on: 3/1/2006.

Subscriber's or Customer's Billing Address:
Xerox/EDS
Mail Stop 0200-09A, 800 Philips Road
Webster, NY, 14580

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K818-03
Option 1 of 1

This Agreement is subject to the approval of the Kentucky Public Service Commission. In the event the Commission should modify any rate or provision of this Agreement, the Customer will have the option of accepting the modification(s) or of canceling the Agreement. If accepted, billing will be rendered from the installation date.

Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement Agreement modifies the Late Payment Charge parameters as set forth in the General Subscriber Services Tariff (GSST) and Private Line Services Tariff (PLST). The Late Payment Charge shall be applied twenty-seven (27) days beyond the interval as set forth in the GSST and PLST.

This Agreement is for a thirty-eight (38) month service period.

All rules and regulations in Master CSA Agreement GA05-8822-00 are applicable to this Order Attachment.

Notwithstanding the expiration of the Master CSA Agreement and unless expressly provided otherwise in this Order Attachment, if this Order Attachment requires performance beyond the term of the Master CSA Agreement, Services provided under this Order Attachment shall continue to be subject to the terms of the Master CSA Agreement.

This Agreement is not binding until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

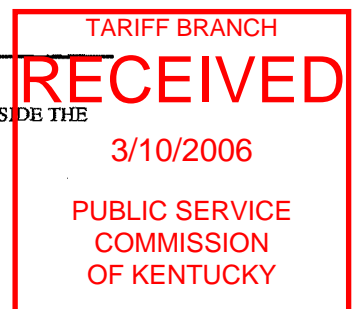
This Agreement shall be extended for additional one-year terms under the same rates, terms and conditions herein upon the mutual agreement of the parties if Customer provides Company written notice of its intent to renew this Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials *JK*

Customer acknowledges that Customer has read and understands the Master Contract Service Arrangement Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BellSouth is subject to BellSouth credit and other approvals.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K818-03
Option 1 of 1

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

Accepted by:

Subscriber:
XEROX CORPORATION - I&TO

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

XEROX CORPORATION - ITAC

By: Anna Marie Riker
Authorized Signature

Printed Name: ANNA MARIE RIKER

Title: SR. SUPPLIER MGR-TELECOM

Date: 2-7-06

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Authorized Signature

Printed Name: Phil D. Nelson

Title: Sales Director

Date: 2/8/06

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K818-03
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Late Payment Charge parameter modification to extend twenty-seven (27) days beyond the interval as set forth in the GSST and PLST. (a) Statewide	\$300.00	\$.00	WEESM

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K818-03

Option 1 of 1

RATES AND CHARGES

NOTES:

1. Unless otherwise specified in this Agreement, rules and regulations associated with the Late Payment Charge apply as specified in the General Subscriber Services Tariff (GSST) and Private Line Services Tariff (PLST).
2. Appropriate Service Order charges apply at rates specified in Section A4 of the GSST and are in addition to the rates and charges listed herein.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



Regulated Services Agreement GA05-6298-10

BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR REGULATED SERVICES AND VOLUME & TERM AGREEMENT

BT Americas Inc.

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between BT Americas Inc. ("Customer") and BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of Regulated Services from BST and reported as such by BST in accordance with the FCC's Part 32 "Uniform System of Accounts" ("Regulated Services"). This Agreement is or may be, a Contract Service Arrangement ("CSA") with respect to BST Regulated Services.

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Agreement is subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Services included under this Agreement will be purchased in accordance with such approved tariffs in effect in each state. The rates, charges and provisions of such tariffs applicable to the Services will apply unless and except to the extent this Agreement contain express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Agreement will control to the extent permitted by applicable law.) BST agrees Customer will be provided any appropriate tariff decreases for any rate element.

1.2 Customer acknowledges that BST may be required in certain states to file and obtain approval of this Agreement when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of this Agreement. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date of the Order Attachment for the CSA or SSA. In the event the CSA or SSA is denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Attachment and any CSA or SSA shall be null and void and of no effect in that state.

2. Order Attachment(s). Customer may order Regulated Services by using the BST Order Attachment ("Order Attachment") at the recurring and non-recurring rates and charges agreed to by the Parties in accordance with the terms and conditions described in the applicable tariffs and Order Attachment. Customer may order additional existing or new Regulated Services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new Regulated Services will be in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the appropriate Order Attachment. Customer agrees to pay for the Regulated Services included in all Order Attachments.

3. Cancellation.

If Customer cancels a Service ordered pursuant to an Order Attachment prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all actual costs incurred in the implementation of the cancelled Regulated Service.

4. Termination.

4.1 If Customer cancels a service ordered pursuant to an Order Attachment at any time prior to the expiration of the service period set forth in the appropriate Order Attachment(s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by BST and Customer as set forth in the Order Attachment(s).

4.2 Customer acknowledges it has options for its telecommunications services from service providers other than BST and it has chosen BST to provide the Regulated Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the minimum service period set forth in the Order Attachment, Customer will pay Termination Charges, except where a certified reseller of BST local service resells the Regulated Services provided pursuant to this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.

5. Service Period.

5.1 The Service Period for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed.

5.2 At the expiration of the Service Period for any Regulated Service available pursuant to the tariff, Customer may continue the Regulated Service according to renewal options provided under the tariff. If Customer does not elect an additional service period, or does not request discontinuance of service, the Regulated Service will be provided at the month-to-month rate currently in effect. At the expiration of the Service Period for any CSA or SSA, Customer may convert to an available tariff offering for the specific service or may request a new CSA or SSA.

VOLUME AND TERM PROVISIONS

6. Definitions. As used in this Agreement, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.

6.1 "Annual Revenue Commitment" - the agreed-upon amount of billing each year to Customer for BST Regulated Services that Customer agrees to achieve for purposes of this Agreement.

6.2 "Baseline" - in Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services during each year to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period without regard to any Rewards under this Agreement.



Regulated Services Agreement GA05-6298-10

6.3 "Contract Year" - the twelve (12)-month period during the term of this Agreement beginning on the first day of the month in which both Parties have signed this Agreement ("Effective Date"), or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.

6.4 "Reward" or "Reward Level" - the percentage applied to the monthly billed revenue for the BST Regulated Services, exclusive of taxes and fees, that are Reward Eligible and for which billing has occurred or will occur during the current billing period.

6.5 "Reward Eligible Services" - all BST local and intraLATA services purchased by Customer that are appropriate for the application of the Reward based on the existing monthly billed revenue, exclusive of taxes and fees, as mutually agreed to by Customer and BST. The Reward Eligible Services are listed in Appendix 1 to this Agreement.

6.6 "Expiration Date" - the date on which the term of this Agreement expires.

6.7 "Term" - the number of Contract Years or the number of months the Volume and Term provisions of this Agreement are effective. The Term of this Agreement is 3 Contract Years.

6.8 "V&T Eligible Services" - all Regulated Services purchased by Customer whose billing is used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered V&T Eligible.

7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of \$1,765,000.00. The Annual Revenue Commitment represents ninety percent (90.00%) of Customer's Baseline billing.

7.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Agreement will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST and measured in pre-Reward billed dollars.

7.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as ninety percent (90.00%) of the Baseline billing for the Contract Year.

7.4 In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, Tariff Change or Rare Assurance, as defined herein, Customer will be permitted to reduce its Annual Revenue Commitment levels by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein).

8. Reward Level

8.1 BST will apply a Reward in an amount equal to a percentage of the monthly billed revenue, exclusive of taxes and fees, for the total billed revenue associated with the Reward Eligible Services at the beginning of the Contract Year. The Reward Level will be effective on the first day of the month in which this Agreement was signed by both Parties. The Reward applicable in any given month will appear as a credit in the "Other Charges and Credits" section of Customer's bill in a subsequent billing period. BST will provide Reward credits at the individual end-user bill level.

8.2 Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, CSAx, SSAs, WATSSaver, and End User Common Line Charges, are not eligible for the application of the Reward. Billing associated with certain services may not be eligible for the application of a Reward in order to comply with applicable regulatory and legal requirements.

8.3 Charges billed pursuant to other BST promotions or offers are not eligible for the application of the Reward.

8.4 Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Appendix 1, for purposes of determining a Reward Level attained by Customer.

8.5 Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a Reward to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the Parties.

9. Annual Growth Incentive Award ("AGIA"). If Customer exceeds its Baseline by more than 3.0 percent (3%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal 10.0 percent (10.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$100,000.00, will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied towards Reward Eligible Services only and will be applied within thirty (30) days of the completion of Annual True-Up.

10. Annual Revenue Commitment and Reward Level. The Customer's Reward Level and initial Annual Revenue Commitment are set forth in Appendix 1. The Annual Revenue Commitment for future contract years will be determined in accordance with Section 7.

11. Commitment Shortfall. Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 14, 15, 16 and 17 to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment ("Commitment Shortfall"). Any Commitment Shortfall amount will be billed to Customer in a lump sum and shall be due and payable within thirty (30) days after the BST invoice date.

12. Provision for Obtaining Rewards for Additional and New Regulated Services. For purposes of this Agreement an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Agreement and is not considered an intraLATA Reward Eligible Service. A "New Service" is an intraLATA service that has been tariffed by BST after the Effective Date of this Agreement. Customer may submit a request to BST to obtain a Reward on an Additional or New Service under this Agreement.

13. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST.



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and Customer. Should such an agreement be reached, BST and Customer will amend this Agreement, including the Annual Revenue Commitment level in Appendix 1, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. V&T Eligible Services included in this Agreement as the result of an acquisition will be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.

14. Business Change. In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control, a decision by Customer to close or consolidate locations that is based on events beyond Customer's reasonable control, or a network optimization using other BST services, (collectively, "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), BST and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer: (a) to reduce its overall use of telecommunications; or (b) to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions it believes will require the application of this provision and will describe such conditions with particularity. This provision does not constitute a waiver of any charges, including shortfall charges, incurred by Customer prior to the time the Parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

15. Higher Order of Service. BST may offer Customer new technological features and capabilities that will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the migration to a Higher Order of Service. BST 0224/2005

16. Tariff Changes. If during the term of this Agreement, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the shortfall resulting from the price reduction(s).

17. Rate Assurance

17.1 The pricing in this V&T Agreement, which BST has offered to Customer, is as favorable as pricing proposals that have been made available to similarly situated customers of BST. Further, in the event Customer notifies BST that it is aware that BellSouth has offered a V&T Agreement containing more favorable pricing, terms and conditions to a similarly situated customer than the pricing, terms and conditions offered to Customer, and BST has, in fact done so, BST agrees to offer Customer the ability to recast this V&T Agreement with BST to contain the more favorable pricing, terms and conditions. Factors that will be considered to determine whether a customer is similarly situated will be the mix, volume and geography of services.

17.2 If Customer is offered a service proposal from an alternative service provider that is comparable to a service that is provided pursuant to this Agreement and is priced at least twenty percent (20%) less than the services provided to Customer by BST, and is more than \$1,000.00 per month at cumulative locations to be considered for a price reduction. Customer shall provide BST written notice of the service proposal in reasonably sufficient detail (but without violating any confidential obligation such other service provider in connection with

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Regulated Services Agreement GA05-6298-10

20. Termination Liability.

20.1 If Customer desires to terminate the Volume and Term Provisions prior to their expiration, Customer must provide written notice of such termination 60 days prior to the effective date of termination. BST will bill Customer the following termination charges:

(a) The amount of Rewards, including any AGIA credits, received for the life of this Agreement or for the previous 12 months, whichever is less and

(b) Liquidated damages equal to the prorated portion of the Agreement Implementation and tracking costs, calculated as follows:

Prorated Implementation and Tracking Costs = \$12,045.00 times the

(Contract Months Remaining divided by the Total Contract Months).

20.2 The application of termination charges pursuant to this section shall not affect the application of termination charges pursuant to the tariff, CSA or SSA.

21. Miscellaneous Provisions

21.1 Offer Expiration. This offer shall expire on December 31, 2005.

21.2 This Agreement shall be interpreted in accordance with the laws of the State of New York without regard to its choice of law provisions.

21.3 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States Mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth
BellSouth Business Systems, Inc.
Attn: Director of Contract Management
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer
BT America Inc.
360 Madison Avenue
New York, NY 10017
Attn: Chief Counsel

21.4 In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

21.5 Each party agrees to submit to the other party, all advertising, sales promotion, press release, and other publicity matters relating to this Agreement or to the services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other company or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's written approval.

21.6 Customer may not assign its rights or obligations under this Agreement without the express prior written consent of BST. Such consent shall not be unreasonably withheld.

21.7 Extension of Term: The term of this Agreement may be extended for two additional one-year periods upon the mutual agreement of the Parties. Customer shall provide BST written notice of its intent to renew at least 60 days before the beginning of each one-year renewal period.

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BellSouth is subject to BellSouth credit and other approvals. This Agreement is not binding upon BellSouth until executed by an authorized employee, partner, or agent of Customer and BellSouth. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties.

CUSTOMER: BT America Inc.

By: A. W. Lab
(Signature)

By: ANDREW M. CAULER CFO
(Printed Name and Title)

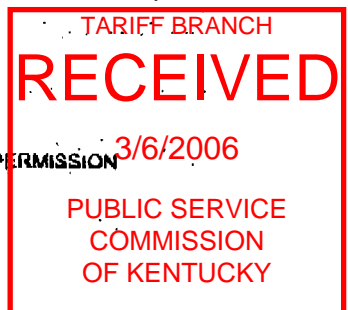
Date: 19 DEC 2005

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: Debra Stockton
(Signature)

By: Debra Stockton
(Printed Name and Title)

Date: Dec 22, 2005



Regulated Services Agreement GA05-0298-10

Appendix 1 to Regulated Services Agreement

1. Customer: BT Americas Inc.

2. Term: 3 Years

Volume and Term Provisions

A. Annual Revenue Commitment: \$1,755,000.00
(90.00% of Baseline)

B. Baseline (First Year): \$1,961,000.00

C. Reward Level 25.00%

D. Growth Percentage 3.00%

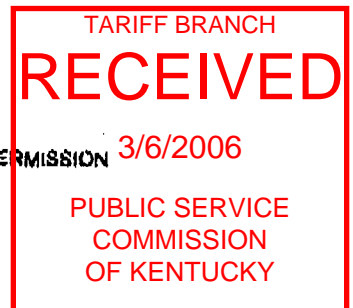
E. Annual Growth Incentive Award: 10.0% (not to exceed \$100,000.00)

F. Reward Eligible Services

- Analog Private Line
- Business ISDN
- Basic Business Service
- CrisisLink
- MegaLink Service
- FCO & FX Service
- Frame Relay
- MegaLink Channel Service
- Optional Calling Plan
- MegaLink Channel Service NARs
- PBX / DID Trunks
- SmartRing IntraLATA

NO. 007 P.006/009

Approved: 12/22/05



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John C. Ross

615-453-2551

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Deloitte SP5 Dept.

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Regulated Services Agreement TN04-603-10

BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR REGULATED SERVICES AND REVENUE REWARD PLAN AGREEMENT

Deloitte Services LP

This BellSouth BusinessSM Master Agreement for Regulated Services and Revenue Reward Plan Agreement ("Agreement") is between Deloitte Services LP ("Customer") and BellSouth Telecommunications, Inc. ("BST" or "Bell South") and applies to Orders for the purchase of Regulated Services from BST by Customer for use by Customer and its Affiliates. This Agreement is or may be, a Contract Service Arrangement ("CSA") with respect to BST regulated services. "Affiliates" shall mean Deloitte & Touche USA LLP and any entity in which Deloitte & Touche USA LLP directly or indirectly owns fifty or more percent of the partnership interests, voting equity or other similar interests.

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Agreement is subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Services included under this Agreement will be purchased in accordance with such approved tariffs in effect in each state. The rates, charges and provisions of such tariffs applicable to the Services will apply unless and except to the extent this Agreement contains rates, charges or other provisions in conflict therewith (in which case the rates, charges, and provisions of this Agreement will control). BST agrees Customer will be provided any appropriate tariff decreases for any rate element.

1.2 Customer acknowledges that BST may be required in certain states to file and obtain approval of this Agreement when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of this Agreement. BST agrees to begin any necessary filings within ten (10) calendar days after the Effective Date of this Agreement. In the event the CSA or SSA is denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Attachment and any CSA or SSA shall be null and void and of no effect in that state. In cases where a CSA or SSA is denied, BST will notify Customer within fourteen (14) days of such denial.

2. Order Attachment(s). Customer may order Regulated Services by using the BST Order Attachment ("Order Attachment") at the recurring and non-recurring rates and charges agreed to by the Parties in accordance with the terms and conditions described in the applicable tariffs and Order Attachment. Customer may order additional existing or new Regulated Services by submitting an appropriate Order Attachment properly authorized and submitted to the BellSouth Account Team. Rates for additional and/or new Regulated Services will be listed in the Order Attachment mutually agreed to in writing. BST acknowledges that Services may be used by Customer and one or more of its Affiliates. Customer agrees that it shall be responsible for the use by its Affiliates in accordance with the terms hereof of any Services provided under an Order executed by Customer. BST agrees that only Customer shall be responsible for the payment of fees and charges for Services provided under such Orders.

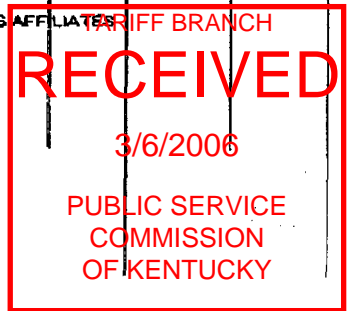
3. Order Cancellation.

If Customer cancels a Service ordered pursuant to an Order Attachment prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred in the implementation of the cancelled Regulated Service, not to exceed all costs that could apply if the work in the implementation of the Order Attachment had been completed. Customer may request a Contract Service Arrangement for the Regulated Service, which may provide for the application of cancellation charges only if such cancellation brings Customer's annualized monthly billing below eighty percent (80%) of Customer's previous Contract Year's billing. The Contract Service Arrangement is subject to regulatory approval.

4. Termination.

4.1 If Customer cancels a service ordered pursuant to an Order Attachment at any time prior to the expiration of the service period set forth in the appropriate Order Attachment(s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by BellSouth and Customer as set forth in the Order Attachment(s). Customer may request a Contract Service Arrangement for the Regulated Service, which may provide for the application of termination charges only if such termination of service brings Customer's annualized monthly billing below eighty percent (80%) of Customer's previous Contract Year's billing. Any Revenue Reward Plan Eligible Services that Customer adds during the term of this Agreement will be used in calculating Customer's Annual Reward Tier Spend.

4.2 Customer acknowledges it has options for its telecommunications services from service providers other than BST and it has chosen BST to provide the Regulated Services as may be specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the minimum service period set forth in the Order Attachment, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.



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4.3 Termination for Cause.

- (i) In the event that BST commits a material breach of this Agreement, which breach is not curable or if curable is not cured within thirty (30) days written notice of breach from Customer thereby to BST, then Customer may, by giving written notice to BST, terminate this Agreement as of the date specified in the notice of termination.; or
- (ii) In the event that BST does not comply with any applicable laws, regulations, ordinances or codes (including identifying and procuring required permits, certificates, approvals, and inspections) in the provision of Services hereunder and such noncompliance materially and adversely affects Customer's use of the Services provided hereunder, then Customer may, by giving written notice to BST, terminate the affected Services as of the date specified in the notice of termination. If Customer chooses to terminate the affected Services, the Parties agree that early termination charges will not apply to such Services.

5. Service Period.

- 5.1. The Service Period for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed.
- 5.2. At the expiration of the Service Period for any Regulated Service available, Customer may continue the Regulated Service according to renewal options provided under the tariff or applicable Contract Service Arrangement of this Agreement. Customer may also request a Contract Service Arrangement for the Regulated Service, which may allow Customer to continue the Regulated Service according to the terms used during the Service Period. The Contract Service Arrangement is subject to regulatory approval. If Customer does not request a Contract Service Arrangement, or elect an additional service period, or does not request discontinuance of service, the Regulated Service will be provided at the month-to-month rate currently in effect. At the expiration of the Service Period for any CSA or SSA, Customer may convert, at its option, to an available tariff offering for the specific service or may request a new CSA or SSA.

Revenue Reward Plan Provisions.

- 6. Definitions. As used in this Agreement, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.
 - 6.1 "Annual Reward Tier Spend" - the amount of billing each year to Customer for BST Regulated Services for purposes of determining the applicable Rewards payable under this Agreement.
 - 6.2 "Baseline" - in Contract Year 1 is the annualized monthly billing to Customer for BST Regulated Services. Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period prior to the application of any Reward.
 - 6.3 "Contract Year" - the twelve (12)-month period during the term of this Agreement beginning on the first day of the month in which both Parties have signed this Agreement ("Effective Date"), or any subsequent twelve (12) month period that begins on the anniversary of the Effective Date.
 - 6.4 "Reward" or "Reward Level" - the percentage of monthly billed revenue for the BST Regulated Services, exclusive of taxes and fees, that are Reward Eligible and for which billing has occurred or will occur during the current billing period.
 - 6.5 "Reward Eligible Services" - all BST local and intraLATA services purchased by Customer that are appropriate for a Reward based on a percentage of the existing monthly billed revenue, exclusive of taxes and fees, as mutually agreed to by Customer and BST. The Reward Eligible Services are listed in Appendix 1 to this Agreement.
 - 6.6 "Expiration Date" - the date on which the term of this Agreement expires.
 - 6.7 "Term" - the number of Contract Years or the number of months the Revenue Reward Plan Provisions of this Agreement are effective. The Term of this Agreement is 3 Contract Years.
 - 6.8 "Revenue Reward Plan Eligible Services" - all Regulated Services purchased by Customer whose billing is used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered Revenue Reward Plan Eligible.
 - 6.9 "Contract Service Arrangement (CSA)" is an Order Attachment for Regulated Services that modifies the standard tariff rates or terms. CSA's will be contracted between the Parties for a specified length of time or contract term and are subject to regulatory approval.
 - 6.10 "Special Service Arrangement (SSA)" is an Order Attachment for regulated service(s) that is not a standard tariff offering. SSA's will be contracted between the Parties for a specified length of time or contract term and are subject to regulatory approval.
 - 6.11 "Payment Due Date" - shall be defined as forty-five (45) days after the date of the BellSouth invoice.

- 7. Annual Reward Tier Spend. Customer and BST agree that all recurring charges for Revenue Reward Plan Eligible Services billed by BST to Customer during each year of this Agreement will be applied toward the Annual Reward Tier Spend. BellSouth will exercise reasonable care to accurately track Customer's progress toward meeting the Annual Reward Tier Spend, which will be measured in pre-reward billed dollars.
- 8. Reward Level

- 8.1 Unless otherwise agreed to in writing, BST will apply the Reward Level that corresponds to Tier 3 in the Revenue/Reward Matrix in Appendix 1 at the beginning of each Contract Year. The Reward is an amount equal to a percentage of the monthly billed revenue, exclusive of taxes and fees, for the total billed revenue associated with the Reward Eligible Services. The Rewards applicable to any given month will appear as a credit in the "Other Charges and Credits" section of Customer's bill in a subsequent billing period. After each Contract Year, the actual Reward Level earned by the customer will be calculated and applied during the Annual True-Up, as described in Section 14.
- 8.2 Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, CSAs, SSAs, WATSSaver, and End User Common Line

CONFIDENTIAL/PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE BELL SOUTH OR DELOITTE SERVICES LP OR ITS AFFILIATES BRANCH WITHOUT WRITTEN PERMISSION FROM THE OTHER PARTY



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Deloitte SPS Dept.

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Charges, are not eligible for the application of the Reward. Billing associated with certain services may not be eligible for the application of a Reward in order to comply with applicable regulatory and legal requirements.

8.3 Charges billed pursuant to other BST promotions or offers are not eligible for the application of the Reward.

8.4 Charges billed for Revenue Reward Plan Eligible Services for which Customer has not paid by the Payment Due Date will not be counted toward the Annual Reward Tier Spend levels set forth in Appendix 1, for purposes of determining a Reward Level attained by Customer.

8.5 Customer and BST will be jointly responsible for the identification of Customer accounts with Revenue Reward Plan Eligible Services. Customer and BST agree that BST will apply a Reward to all Reward Eligible Services. Additional V&T Eligible Service accounts may be added only by mutual agreement of the Parties.

9. Provision for Obtaining Rewards for Additional and New Regulated Services. For purposes of this Agreement an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Agreement and is not considered an IntraLATA Reward Eligible Service. A "New Service" is an IntraLATA service that has been tariffed by BST after the Effective Date of this Agreement. Customer may submit a request to BST to obtain a Reward on an Additional or New Service under this Agreement.

10. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST and Customer. Should such an agreement be reached, BST and Customer will amend this Agreement as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the Revenue Reward Plan Annual True-Up at the end of the year in which the acquisition occurred.

11. Business Change. In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control, a decision by Customer to close, downsize or consolidate locations that is based on events beyond Customer's reasonable control, or a network optimization using other BST services, (collectively, "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, BST and Customer will cooperate to reduce the Annual Revenue Reward Plan Eligible Service Billing Tiers in Appendix 1 to the extent of any billing reduction resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer: (a) to reduce its overall use of telecommunications; or (b) to transfer portions of its traffic or projected growth to providers other than BST except as provided for in Section 20. Customer must provide BST written notice of the conditions it believes will require the application of this provision and will describe such conditions with reasonable particularity. This provision does not constitute a waiver of any charges incurred by Customer prior to the time the Parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

12. Higher Order of Service. BST may offer Customer new technological features and capabilities that will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in a significant reduction in Customer's Revenue Reward Plan Eligible Service billing, then, subject to all applicable regulatory requirements, BST agrees to reduce the Annual Revenue Reward Plan Eligible Service Billing Tiers in Appendix 1 to the extent of any billing reduction resulting from the migration to a Higher Order of Service.

13. Tariff Changes.

If during the term of this Agreement, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer at tariff rates, BST will lower Customer's rates to commensurate with such reduction. If such price reductions result in a significant reduction in Customer's Revenue Reward Plan Eligible Service billing, then to the extent not prohibited by applicable regulatory requirements, BST agrees to reduce the Annual Revenue Reward Plan Eligible Service Billing Tiers in Appendix 1 to the extent of the billing reduction resulting from the price reduction(s). If Customer converts Services from standard tariff rates to CSA pricing and such change results in a significant reduction in Customer's Revenue Reward Plan Eligible Service billing, then to the extent not prohibited by applicable regulatory requirements, BST agrees to reduce the Annual Revenue Reward Plan Eligible Service Billing Tiers in Appendix 1 to the extent of the billing reduction resulting from the conversion to CSA pricing.

14. Annual True-Up.

14.1 Within 90 days of the end of each Contract Year, BST will conduct a review of Customer's revenue to determine the actual Reward earned by Customer or overpaid by BST during the previous Contract Year based on Customer's total Annual Reward Tier Spend during the previous Contract Year. The actual Reward earned by Customer will be in accordance with the Revenue/Reward Matrix in Appendix 1.

14.2 Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the next BST bill for local and intraLATA services following completion of the Annual True-Up or shall be refunded to Customer in a check within thirty (30) days of the completion of such review, at Customer's option. Further, any debit resulting from the Annual True-Up for an overpayment of the Reward or Termination Liability will be billed directly to Customer, which Customer agrees to pay by the Payment Due Date.

15. Taxes. Applicable taxes and governmental and regulatory fees will be based on full tariff prices for all Reward Eligible Services billed to Customer, and no taxes or fees will be added to the amount of any Reward given to Customer under this Agreement.

16. Termination Liability.

16.1 If Customer desires to terminate the Volume and Term Provisions prior to their expiration, Customer must provide written notice of such termination 60 days prior to the effective date of termination. BST will bill Customer and Customer agrees to pay termination charges equal to the amount of Rewards received for the life of this Agreement or for the previous 12 months, whichever is less.

16.2 The application of termination charges pursuant to this section shall not affect the application of termination charges pursuant to the tariff or any other agreement.



Regulated Services Agreement TN04-0603-10

17. Miscellaneous Provisions

17.1 Offer Expiration. This offer shall expire on November 30, 2005.

17.2 This Agreement shall be interpreted in accordance with the laws of the State of New York without regard to its choice of law provisions.

17.3 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States Mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth
BellSouth Business Systems, Inc.
Attn: Director of Contract Management
2180 Lake Blvd, NE
Suite 7C42
Atlanta, GA 30318

Customer
Deloitte Services LP
10 Westport Road
Wilton, Connecticut 06697-0820
Attn: John Vele

17.4 In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

17.5 Customer and BST each agrees not to publish or use the other Party's or its affiliated companies' corporate or trade names, image, logos, trademarks, service marks or any other materials in advertising, sales promotions, press releases, or publicity matters in connection with this Agreement, without the other Party's written approval. This also prohibits either Party from referencing the relationship set forth herein in client lists, proposals or other marketing or sales materials.

17.6 Neither Customer nor BellSouth may assign its rights or obligations under this Agreement without the express prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights and obligations hereunder to its affiliates without the prior consent of the other Party.

17.7 Extension of Term. The BellSouth account team will notify Customer at least ninety (90) days prior to expiration of the Term of this Agreement. Customer may elect to extend this Agreement for two (2) additional one year terms. Customer shall provide BST written notice of its intent to extend the Agreement at least 60 days before the beginning of each one year extended term.

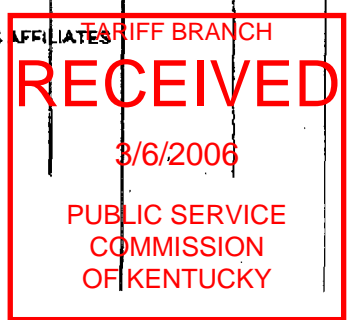
18. Confidential Information. To the extent that, in connection with this Agreement, either Party (each, the "Receiving Party") comes into possession of any trade secrets or other proprietary or confidential information (which shall include information regarding the clients of Affiliates) of the other identified as such (the "Disclosing Party"), it will use such information only for purposes of this Agreement and will not disclose such information to any third party without the Disclosing Party's consent. The Disclosing Party hereby consents to the Receiving Party disclosing such information (1) to those employed or engaged by the Receiving Party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, whether located within or outside of the United States, provided the Receiving Party notifies such persons of the obligations set forth in this Section and such persons agree to abide by such obligations; (2) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto, in which case the Receiving Party agrees to provide the Disclosing Party with timely prior notice of such requirement to allow the Disclosing Party to attempt to protect such information from being disclosed if it so desires; or (3) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (ii) becomes available to the Receiving Party on a nonconfidential basis from a source other than the Disclosing Party that the Receiving Party reasonably believes is not prohibited from disclosing such information to the Receiving Party by obligation to the Disclosing Party, (iii) is known by the Receiving Party prior to its receipt from the Disclosing Party without any obligation of confidentiality with respect thereto, or (iv) is developed by the Receiving Party independently of any disclosures made by the Disclosing Party to the Receiving Party of such information. In satisfying its obligations under this Section 18, each Party shall maintain the other's trade secrets and proprietary or confidential information in confidence using at least the same means as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than reasonable means. At the expiration or termination of this Agreement, upon written request of a Disclosing Party, the Receiving Party agrees to return or destroy all documented confidential or proprietary information (and all copies thereof) of the Disclosing Party with written confirmation thereof being given to the Disclosing Party. The provisions of this Section 18 will survive the expiration or termination of this Agreement and (1) shall remain in effect for as long as such information shall remain a trade secret under applicable law, and (2) shall otherwise extend for a period of five years from the date of the disclosure of the proprietary or confidential information.

19. Waiver of Jury Trial. Each Party hereto hereby irrevocably waives, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort (such as negligence) or otherwise) arising out of or relating to these terms and conditions or any of the transactions contemplated hereby.

20. Indemnity.

20.1 To the extent that any Services or any materials or products furnished or used by BellSouth under this Agreement infringe (or is alleged to infringe) any United States patent, trademark, copyright, or trade secret and a written claim is made or suit is brought by any third party against Customer or its Affiliates on that account, BellSouth agrees to indemnify, hold harmless and defend or settle any such claim or suit at BellSouth's expense. BellSouth will also pay all damages and costs that by final judgment of a court of competent jurisdiction are

CONFIDENTIAL/PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE BELLSOUTH OR DELOITTE SERVICES LP OR ITS AFFILIATES WITHOUT WRITTEN PERMISSION FROM THE OTHER PARTY



John C. Ross

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NO. B37 0006
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Regulated Services Agreement TN04-8603-10

assessed against or actually incurred by Customer or its Affiliates prior to receipt of the INDEMNITY NOTICE (as defined below) in connection with or attributable to such infringement.

20.2 BellSouth's obligation as set forth in this Section is expressly conditioned upon the following: (a) that BellSouth shall be notified promptly in writing by Customer of any claim or suit of which Customer is aware for which indemnification shall be sought; (b) that BellSouth shall have sole control of the defense or settlement of any claim or suit and, if Customer receives a written notice from BellSouth in which BellSouth agrees to fully indemnify Customer and its Affiliates and states that it will take control of the defense or settlement of such claim or suit giving due regard to the interests of Customer and its Affiliates (together, an "INDEMNITY NOTICE") Customer shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim, without BellSouth's prior written approval; provided, however, in no event shall BellSouth have the authority to admit any wrongdoing, fault, guilt or malfeasance on the part of Customer without Customer's consent; (c) that Customer shall cooperate with BellSouth in all reasonable ways to facilitate the investigation, settlement or defense of any claim or suit. BellSouth shall not be obligated to indemnify Customer to the extent that the claim or suit arises from Customer's alterations or modifications, or from combinations of Services provided by BellSouth with equipment, software application, product, data, process or services provided by Customer or others provided that no infringement would have occurred but for the alteration, modification or combination, or from Customer's use of Services in a manner inconsistent with the intended use thereof under the Agreement or from BellSouth's compliance with the written specifications or instructions from Customer, provided BellSouth, to the extent it has knowledge of such, has notified Customer in writing that such compliance would result in an infringement claim and has provided reasonable explanation of its concerns in writing.

20.3 If any Service becomes, or in BellSouth's opinion, is likely to become the subject of a claim of infringement, or a final injunction is obtained against Customer prohibiting usage of the Service by reason of such infringement, BellSouth will, in the following order of priority: (a) procure for Customer the right to continue using the applicable Service; (b) replace the Service with a non-infringing Service complying in all material respects with the specifications of the Service; (c) modify such Service so it becomes non-infringing and performs in a substantially similar manner to the original Service; or (d) return any amounts paid by Customer for the affected Service for any period after BellSouth directs Customer to cease such use, which is the subject or potential subject of an infringement claim.

20.4 If Customer implements interactive voice response (IVR) functionality, any IVR implementation and application development work will be provided by a Customer-chosen third-party developer. BellSouth is not responsible for the implementation and development work provided by such Customer-chosen third party developer.

20.5 The foregoing states the entire obligation of BellSouth, and the exclusive remedy of Customer, with respect to infringement of proprietary rights relating to the Services, and materials and products provided hereunder by BellSouth.

21. Limitation of Liability. NEITHER BELLSOUTH OR ANY OF ITS AFFILIATES, UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, OR EACH OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS NOR CUSTOMER OR ANY OF ITS AFFILIATES OR EACH OF THEIR RESPECTING EMPLOYEES OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ECONOMIC, PUNITIVE, INDIRECT OR SPECIAL DAMAGES, INCLUDING LOST PROFITS (EXCLUDING CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER) OR LOSS OF USE SUFFERED BY THE OTHER PARTY OR ANY OTHER PARTY AS A RESULT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHER CONDUCT UNDER THIS AGREEMENT. REGARDLESS OF WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS ARISING OUT OF SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BREACH OF THE CONFIDENTIALITY PROVISIONS IN SECTION 18, OR INDEMNIFICATION CLAIMS UNDER SECTION 20.

22. Supplier Diversity. Deloitte Services supports and encourages the growth and development of minority and women-owned businesses ("MWBE"). Therefore, BST is encouraged to increase the participation of MWBE in supplying Products and Services under this Agreement and all Purchase Orders. BST agrees to (a) use products and services of qualified and certified MWBE to the extent feasible when providing Products and Services hereunder or under any Purchase Order, and (b) provide to Deloitte Services accurate and verifiable information as reasonably requested by Deloitte Services relating to BST's use of such MWBE. At a minimum, BST will provide Deloitte Services written details of its expenditures with certified MWBE on a quarterly basis, specifically setting forth BST's overall expenditures with MWBE and, separately, BST's expenditures with MWBE on Purchase Orders.

23. Use of Subcontractors. BST may subcontract or otherwise delegate its obligations under this Agreement or any Purchase Order. BST shall remain responsible for obligations performed by subcontractors to the same extent as if such obligations were performed by BST. BST shall be solely responsible for any and all costs and other liabilities owing to the subcontractor. Use of any subcontractor shall not result in any increased cost or liability to Customer and shall not relieve BST of any of its obligations hereunder or under any Purchase Order.

24. Accountability. BST shall maintain complete and accurate records of and supporting documentation regarding provision of the Services, including the amounts billable to and payments made by Customer hereunder in accordance with generally accepted accounting principles applied on a consistent basis, and shall retain such records in accordance with the statute of limitations in each state as follows: Florida - 5 years, Kentucky, Louisiana, North Carolina and Tennessee - 4 years, Alabama, Georgia, Mississippi and South Carolina - 3 years, after final payment. BST agrees to provide Customer with documentation and other information with respect to the Services, and each invoice as may be reasonably requested by such Purchaser to verify accuracy and compliance with the provisions of this Agreement and each Purchase Order. Each Purchaser and its authorized agents and representatives shall have access to such records for purposes of audit upon reasonable notice during normal business hours during the term of this Agreement and during the period for which BST is required to maintain such records.

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Regulated Services Agreement TN04-8603-10

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BellSouth is subject to BellSouth credit approval. This Agreement is not binding upon either Party until executed by an authorized employee, partner, or agent of Customer and BellSouth. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Agreement.

CUSTOMER:
Deloitte Services LP

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: *Michael McMahon*
(Signature)

By: Michael McMahon, Chief Procurement Officer
(Printed Name and Title)

Date: November 28, 2005

By: *John C. Ross*
(Signature)

By: John C. Ross
(Printed Name and Title)

Date: November 28, 2005

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Appendix 1 to Regulated Services Agreement

Volume and Term Provisions

- A. Baseline (First Year): \$583,500.00
- B. Revenue /Reward Matrix

	<u>Annual Revenue Reward Plan</u> <u>Eligible Services Billing</u>	<u>Reward Level</u>
Tier 1	less than \$400,000	0%
Tier 2	\$400,000 - \$499,999	10%
Tier 3	\$500,000 - \$599,999	12%
Tier 4	\$600,000 - \$699,999	14%
Tier 5	\$700,000 +	15%

C. -Reward Eligible Services

- Business ISDN
- Basic Business Service
- CrisisLink
- ESSX
- MegaLink
- MegaLink Channel Service
- NAR's - ESSX, LightGate, MegaLink Channel Service
- PBX Trunks and DID Service
- Primary Rate ISDN
- SmartPath

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**BBMSA Agreement No. FL02-K477-00
Regulated Services Attachment FL02-K477-10
Amendment**

**FIRST AMENDMENT TO BELLSOUTH BUSINESSSM MASTER SERVICES
AGREEMENT
REGULATED SERVICES ATTACHMENT**

This First Amendment (the "Amendment") to the BellSouth Business Master Services Agreement Regulated Services Attachment FL02-K477-10 (the "Agreement"), is entered into by and between BellSouth Telecommunications, Inc., by BellSouth Business Systems, Inc. ("BST") and **DISNEY WORLDWIDE SERVICES, INC.** ("Customer") effective January 1, 2006 (the "Effective Date").

WHEREAS, BST and Customer entered into the Agreement as of June 23, 2004; and,

WHEREAS, the parties now wish to amend the Agreement to extend the Term thereof,

The parties hereby amend the Agreement as follows:

A. Extended Term. The Term of the Agreement shall be, and hereby is, extended for an additional 12 months pursuant to Section 24.8 of the Agreement (the "Extended Term"). The Term of the Agreement, including the Extended Term, shall expire on May 31, 2007 at 11:59 PM EST (the "Amended Term").

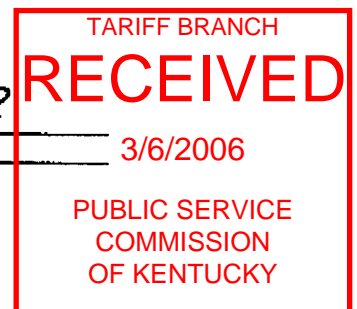
B. Appendix 1 of the Agreement shall be, and hereby is, replaced with Exhibit 1 to this Amendment, as of the Effective Date.

C. Additional Extension of Term. Customer shall have the option to extend the Amended Term of the Agreement by one (1) additional six-month period, to November 30, 2007, upon the same terms and conditions set forth in the Agreement as amended. Customer shall provide BST with written notice of its intent to exercise this option no later than April 30, 2007.

D. This offer is valid through January 13, 2006.

In the event the terms and conditions of this Amendment conflict with the terms and conditions of the Agreement, the terms and conditions of this Amendment shall govern. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect..

Customer Initials
Date January 6, 2006



**BBMSA Agreement No. FL02-K477-00
Regulated Services Attachment FL02-K477-10
Amendment**

RF

Customer:

DISNEY WORLDWIDE SERVICES, INC.

By: *Sherri Brown*

Printed Name: Sherri Brown

Title: VP, Enterprise IT BOH Services

Date: January 6, 2006

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: *JA Wes P. Craft*

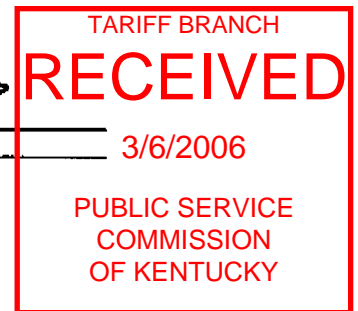
Printed Name: JA Wes P. Craft

Title: Vice President General Mgr.

Date: 1/16/06

Customer Initials *SB*

Date January 6, 2006



**BBMSA Agreement No. FL02-K477-00
Regulated Services Attachment FL02-K477-10
Amendment**

Exhibit 1 to First Amendment to Regulated Services Attachment

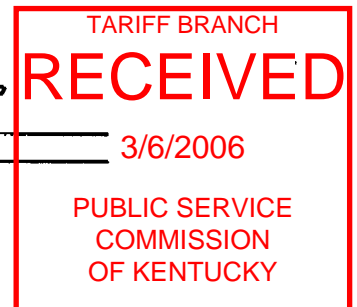
- 1. Customer: DISNEY WORLDWIDE SERVICES, INC.
- 2. Term: 36 months (24 original plus 12)

Volume and Term Provisions

- A. The Baseline and Annual Revenue Commitment for the subsequent year will be determined by Section 6.2 of the Agreement.
- B. Reward Level %
 - A 18.0%
- C. Growth Percentage 5.00%
- D. Annual Growth Incentive Award: 10.0% (not to exceed \$30,000)
- E. Reward Eligible Services

- A ANALOG DATA SERVICE
- A BACK-UP LINE
- A BELLSOUTH CENTREX
- A BUS PLUS/BUS CHOICE
- A BUSINESS ISDN
- A CUSTOM CALLING
- A DID
- A DIR. WHITE PAGE SVCS
- A EXPND AREA CALLING - BUS
- A FCO & FX SERVICES
- A FLAT RATE BUSINESS
- A FLAT RATE PBX TRUNKS/NARS
- A FRAME RELAY
- A MEGALINK
- A MEGALINK - ISDN
- A MEGALINK CHANNEL
- A MESSAGING CNS FEATURES
- A MSG/MEAS RATE BUS
- A MSG/MEAS RATE PBX
- A NARs - MegaLink Channel Service

Customer Initials *JS*
Date January 6, 2006



**BBMSA Agreement No. FL02-K477-00
Regulated Services Attachment FL02-K477-10
Amendment**

- A NON LIST/NON PUBLISHED SVCS
- A PRESTIGE
- A PRIMARY RATE ISDN
- A REMOTE CALL FWD
- A RINGMASTER
- A SMARTRING IAS SPA DED RING
- A SYNCHRONET
- A TOUCHSTAR
- A VOICE GD NON-DATA
- A ACCUPULSE
- A ALARM & CONTROL CKT

Customer Initials JB
Date January 6, 2006

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Regulated Services Agreement GA05-B340-10

**BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT**

Liberty Mutual Insurance Company

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between Liberty Mutual Insurance Company ("Customer") and BellSouth Telecommunications, Inc. ("BST"). Customer enters into this Agreement on behalf of itself and its Affiliates ("Customer Affiliates"). BST enters into this Agreement on behalf of itself, or any parent, subsidiary or affiliate of BST necessary to provide the Services set forth in this Agreement through its applicable subsidiaries and/or affiliates. This Agreement, including its Appendices and state-specific Addenda applies to orders for the purchase of regulated services that are subject to regulation by state agencies with jurisdiction over intrastate and local telecommunications, and reported as such by BST in accordance with the FCC's Part 32 "Uniform System of Accounts" ("Regulated Services") from BST. This Agreement is or may be, a Contract Service Arrangement ("CSA") with respect to the Regulated Services. As used in this Agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with, a party, and "control" means ownership of at least fifty percent (50%) of the voting interests of an entity.

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Except as specified in this Agreement, BST's provision of Regulated Services is subject to BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff ("General Tariffs"), as modified in accordance with Section 1.2 below, and all such revisions to said tariffs as may be made from time to time; provided, however, that in the event that BST amends the terms or conditions of any General Tariff in a manner that materially and adversely affects Customer, BST and Customer agree to negotiate in good faith mutually acceptable adjustments to the rates and/or terms of this Agreement to eliminate or substantially mitigate the material, adverse effect on Customer of such General Tariff amendment. The rates, charges and provisions of such General Tariffs applicable to the Regulated Services will apply to the extent this Agreement (excluding the General Tariffs referenced herein) do not contain rates, charges and provisions specifically in conflict with the provisions of the General Tariffs. BST agrees Customer will be provided any appropriate tariff decreases for any rate element. Access to BST's tariffs, and notices of changes in rates, terms and conditions of existing tariffs, new service offerings, discontinued service offerings, special promotions, operational changes and network changes may be found at the following web site address: <http://www.bellsouth.com/tariffs/>

1.2 BST represents and warrants that it will take any and all action necessary to ensure that the rates, terms and conditions set forth in this Agreement are fully enforceable by Customer, including, but not limited to, filing a copy of the Agreement (a "Filing") with the applicable regulatory authorities ("Regulatory Authorities"). Pursuant to state law concerning telecommunications, BST may be required in certain states to file a copy of the Agreement with, and to obtain approval from the Regulatory Authority of this Agreement when such provisions are used in conjunction with a Contract Service Arrangement ("CSA") or a Special Service Arrangement ("SSA") prior to the implementation of this Agreement. BST shall make all necessary Filings with the Regulatory Authorities within the lesser of: (a) thirty (30) calendar days after the Effective Date of the Filing, or (b) the period of time for the Filing required by the Regulatory Authority in the applicable states to make the rates and charges effective as of the first day of the month that the Agreement was signed. In the event the Filing is denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Agreement and any CSA or SSA shall be null and void and of no effect in that state. Further, BST will reduce the Annual Revenue Commitment by an amount of revenue equal to Customer's average pre-Reward monthly billing for V&T Eligible Services in any state that denies the Filing during the three- (3-) month period immediately prior to such nullification and based on the number of months over which such purchase requirement is measured. For example, the Annual Revenue Commitment would be reduced by the average pre-Reward monthly billing times the number of months remaining in the annual period in which the Filing is nullified, and each full annual period remaining in the Term of this Agreement would be reduced by twelve (12) times such average pre-Reward monthly billing.

2. **Order Attachment(s).** Customer may order Regulated Services by using the sample BST Order Attachment ("Order Attachment") attached hereto as Appendix 1, at the recurring and non-recurring rates and charges agreed to by the Parties in accordance with the terms and conditions described in the applicable tariffs and Order. Customer may order additional existing or new Regulated Services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new Regulated Services will be in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the appropriate Order Attachment. Customer agrees to pay all amounts not subject to a bona fide dispute for the Regulated Services included in all Order Attachments.

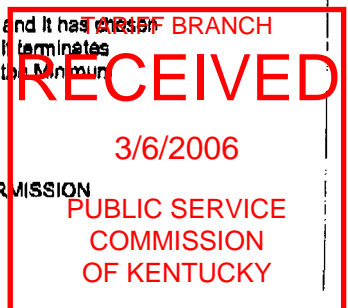
3. Cancellation.

If Customer cancels a Service ordered pursuant to an Order Attachment prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all reasonable costs already incurred in the implementation of the cancelled Regulated Service ("Cancellation Charge").

4. Termination.

4.1 If Customer cancels a service ordered pursuant to an Order Attachment for any reason other than BST's default (as set forth in Section 4.3 below) at any time prior to the expiration of the Minimum Service Period set forth in the appropriate Order Attachment(s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the Minimum Service Period, if any, as agreed to by BST and Customer and as set forth in the Order Attachment(s) ("Order Termination Charges").

4.2. Customer acknowledges it has options for its telecommunications services from service providers other than BST and it has chosen BST to provide the Regulated Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the Minimum



Regulated Services Agreement GA05-B340-10

Service Period set forth in the Order Attachment. Customer will pay Termination Charges, as indicated in Section 4.1, except where a certified reseller of BST local service resells this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.

4.3. Unless provided to the contrary in any applicable law, regulation or tariff, if either Party is in material default of any of its obligations under this Agreement, the other Party may, in addition to all other rights and remedies provided by this Agreement or by law or in equity, terminate the applicable Order Attachment without any early termination liability to the defaulting Party. If the defaulting Party does not cure within the period specified or, if no such period is provided, within thirty (30) days following its receipt of notice of default. "Defaults" include, but are not limited to, a Party's failure to perform a material term or condition contained in this Agreement or any applicable Order Attachment and either Party's false statement or representation for the purpose of obtaining any Equipment or Regulated Services. In the event Customer terminates an Order Attachment pursuant to this section, BST shall reduce the Annual Revenue Commitment by an amount equal to the average total pre-Reward monthly billing for the discontinued V&T Eligible Services, multiplied by the number of months remaining in the annual period as of Customer's termination, and each full annual period remaining in the Term of this Agreement would be reduced by twelve (12) times such average total pre-Reward monthly billing.

5. Minimum Service Period.

5.1. Minimum Service Period for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed.

5.2. At the expiration of the Service Period for any Regulated Service available pursuant to the tariff, Customer may continue the Regulated Service according to renewal options provided under the tariff or as stated in the applicable Order Attachment. If Customer does not elect an additional service period, or does not request discontinuance of service, the Regulated Service will be provided at the month-to-month rate currently in effect. At the expiration of the Minimum Service Period for any CSA or SSA, Customer may convert to an available tariff offering for the specific service or may request a new CSA or SSA.

VOLUME AND TERM PROVISIONS.

6. Definitions. As used in this Agreement, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.

6.1 "Annual Revenue Commitment" - the agreed-upon amount of billing each year to Customer for BST Regulated Services (prior to the application of any Reward) that Customer agrees to achieve as specified in Appendix 2 of this Agreement.

6.2 "Baseline" - in Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period prior to the application of any Reward.

6.3 "Contract Year" - the twelve (12)-month period during the term of this Agreement beginning on December 1, 2005 ("Effective Date"), or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.

6.4 "Reward" or "Reward Level" - the percentage applied to the monthly billed revenue for the BST Regulated Services, exclusive of taxes and fees, that are Reward Eligible and for which billing has occurred or will occur during the current billing period. The Reward Level is set forth in Appendix 2 to this Agreement.

6.5 "Reward Eligible Services" - all BST local and IntraLATA services purchased by Customer that are appropriate for the application of the Reward based on the existing monthly billed revenue, exclusive of taxes and fees, as mutually agreed to by Customer and BST. The Reward Eligible Services are listed in Appendix 2 to this Agreement.

6.6 "Expiration Date" - the date on which the Term of this Agreement expires.

6.7 "Term" - Three (3) Contract Years as set forth in Appendix 2 to this Agreement, as may be extended pursuant to Section 20.7 ("Extension of Term") below.

6.8 "V&T Eligible Services" - all Regulated Services purchased by Customer, the charges for which are used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered V&T Eligible. For purposes of measuring billed revenue against the Annual Revenue Commitment and the Annual Growth Incentive Award, charges for V&T Eligible Services shall be calculated prior to the application of any Reward.

7. Annual Revenue Commitment and Baseline

7.1 Customer and BST agree to an Annual Revenue Commitment in each Contract Year of this Agreement of \$1,436,000.00. The Annual Revenue Commitment represents one hundred percent (100%) of Customer's Baseline billing for the first Contract Year.

7.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer and Customer's Affiliates during each year of this Agreement prior to the application of any Reward will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST no less frequently than monthly and will be measured in pre-Reward billed dollars. At no additional cost to Customer and on a monthly basis, BST agrees to provide Customer with a copy of the then-current standard monthly Annual Revenue Commitment tracking reports.

7.3 Customer and BST agree to determine Customer's Baseline at the beginning of each Contract Year. The Baseline for each Contract Year will be expressed as the aggregate billing for the previous twelve (12)-month period prior to the application of any Reward.

7.4 In the event the Annual Revenue Commitment is reduced in accordance with the provisions of this Agreement, including, but not limited to the provisions herein regarding a Business Change, Higher Order of Service, or Tariff Change, as defined herein, the Annual Revenue Commitment will be reduced, as of the occurrence of the event, by an amount equal to Customer's and Customer Affiliates' average pre-Reward monthly billing for the impacted V&T Eligible Services during the three- (3-) month period immediately prior to such event and based on the number of months over which such purchase requirement is measured. For example, the Annual Revenue Commitment would be reduced by the average pre-Reward monthly billing times the number of months remaining in the annual period in which the event occurs, and

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Regulated Services Agreement GA05-B340-10

each full annual period remaining in the Term of this Agreement would be reduced by twelve (12) times such average pre-Reward monthly billing. Any adjustment will be made during the V&T Annual True-Up (as defined herein).

8. Reward Level

8.1 BST will apply a Reward in an amount equal to a percentage of the monthly billed revenue, exclusive of taxes and fees, for the total billed revenue associated with the Reward Eligible Services at the beginning of the Contract Year. The Reward Level will be effective on December 1, 2005. The Reward applicable to any given month will appear as a credit in the "Other Charges and Credits" section of Customer's bill in a subsequent billing period.

8.2 Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, CSAs, SSAs, WATSSaver, and End User Common Line Charges, are not eligible for the application of the Reward. Billing associated with certain services excluded from the list of Reward Eligible Services in Appendix 2 may not be eligible for the application of a Reward in order to comply with applicable regulatory and legal requirements.

8.3 Charges billed pursuant to other BST promotions or offers are not eligible for the application of the Reward.

8.4 Charges billed for V&T Eligible Services that are not the subject of a bona fide dispute and for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the Growth Percentage amounts set forth in Appendix 2, for purposes of determining the Annual Growth Incentive Award and Reward Level attained by Customer.

8.5 Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a Reward to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts will be added to this Agreement, upon receipt of any approval(s) required under applicable law by applicable Regulatory Authority(ies).

9. **Annual Growth Incentive Award ("AGIA").** If Customer's and Customer's Affiliates aggregate billing exceeds its Baseline by more than 3.0 percent (3.0%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal 10.0 percent (10.0%) of the pre-Reward billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$30,000.00, will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied towards Reward Eligible Services only and will be applied within thirty (30) days of the completion of Annual True-Up.

10. **Annual Revenue Commitment and Reward Level.** The Customer's Reward Level and Initial Annual Revenue Commitment are set forth in Appendix 2. The Annual Revenue Commitment for future contract years will be determined in accordance with Section 7.

11. **Commitment Shortfall.** Customer agrees if, following the V&T Annual True-Up, it is determined that Customer has failed to meet its Annual Revenue Commitment during the preceding Contract Year, except as provided in Sections 14, 15, and 16, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed pre-Reward revenue for the current Contract Year and its Annual Revenue Commitment ("Commitment Shortfall"). Customer will have the option to either pay the Commitment Shortfall or carry it forward to the following Contract Year. If Customer carries the Commitment Shortfall forward, the Annual Revenue Commitment for the Contract Year to which the Commitment Shortfall is carried will be increased by the amount of the Commitment Shortfall carried forward.

12. **Provision for Obtaining Rewards for Additional and New Regulated Services.** For purposes of this Agreement an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Agreement and is not considered an intraLATA Reward Eligible Service. A "New Service" is an intraLATA service that has been tariffed by BST after the Effective Date of this Agreement. Customer may submit a request to BST to obtain a Reward on an Additional or New Service under this Agreement. Upon receipt of any approval(s) required under applicable law by the applicable Regulatory Authority(ies), Appendix 2 to this Agreement will be amended to list the Additional Service or New Service as a Reward Eligible Service.

13. **Acquisition of New Businesses.** In the event Customer acquires a new business or operation within the BST service area during the term of this Agreement, at Customer's request, the Regulated Services at these locations will be included under this Agreement upon receipt of any approval(s) required under applicable law by the applicable Regulatory Authority(ies). Should such an agreement be reached, BST and Customer will amend this Agreement, including the Annual Revenue Commitment level in Appendix 2, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. Billing for V&T Eligible Services included in this Agreement as the result of an acquisition will be used in the calculation of the AGIA in the Contract Year in which the acquisition occurred, and will not adjust the Annual Revenue Commitment for the Contract Year, in which the acquisition occurred.

14. **Business Change.** In the event of a divestiture of a significant part of Customer's or a Customer Affiliate's business, a business downturn, a decision by Customer or a Customer Affiliate to close or consolidate one or more locations, or a network optimization using other BST services, (collectively, "Business Change"), any of which reduces the volume of or aggregate Customer or Customer Affiliate billing for V&T Eligible Services required by Customer or Customer Affiliates, which result in Customer being unable to meet its Annual Revenue Commitment under this Agreement, BST will reduce Customer's Annual Revenue Commitment by the amount of revenue equal to the average pre-Reward monthly billing for V&T Eligible Services affected by such Business Change during the three- (3-) month period immediately prior to the occurrence of such Business Change and based on the number of months over which such purchase requirement is measured. For example, the Annual Revenue Commitment would be reduced by the average pre-Reward monthly billing times the number of months remaining in the annual period in which the Business Change occurs, and each full annual period remaining in the Term of this Agreement would be reduced by twelve (12) times such average pre-Reward monthly billing to the extent of any shortfall resulting from the Business Change. This provision does not apply to the extent that a shortfall results from a decision by Customer to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions that will require the application of this provision and will describe such conditions with particularity. This provision does not constitute a waiver of any charges, including shortfall.



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charges, incurred by Customer prior to the time the Annual Revenue Commitment is reduced in accordance with this provision. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

15. Higher Order of Service. BST may offer Customer new technological features and capabilities that will provide additional value to Customer or a Customer Affiliate with higher functionality, increased capacity, or better efficiencies ("Higher Order of Service"). In the event Customer or a Customer Affiliate elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment by the amount of revenue equal to the average pre-Reward monthly billing for V&T Eligible Services affected by such migration to a Higher Order of Service during the three- (3-) month period immediately prior to such migration and based on the number of months over which such purchase requirement is measured. For example, the Annual Revenue Commitment would be reduced by the average pre-Reward monthly billing times the number of months remaining in the annual period in which the migration occurs, and each full annual period remaining in the Term of this Agreement would be reduced by twelve (12) times such average pre-Reward monthly billing to the extent of any shortfall resulting from the migration to a Higher Order of Service.

16. Tariff Changes. If during the term of this Agreement, BST requests and receives regulatory approval for price reductions on V&T Eligible Services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment by the amount of the difference in Customer's and Customer Affiliates' pre-Reward monthly billing for V&T Eligible Services affected by such price reductions during the three- (3-) month period immediately prior to such reductions and based on the number of months over which such purchase requirement is measured. For example, the Annual Revenue Commitment would be reduced by the average pre-Reward monthly billing times the number of months remaining in the annual period in which the price reduction occurs, and each full annual period remaining in the Term of this Agreement would be reduced by twelve (12) times such average pre-Reward monthly billing to the extent of the shortfall resulting from the price reduction(s).

17. Annual True-Up.

17.1 Within ninety (90) days of the end of each Contract Year, BST and Customer will conduct a review of Customer's revenue to determine if Customer's aggregate pre-Reward billing for V&T Eligible Services during such Contract Year achieved the Annual Revenue Commitment for such Contract Year ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 11 (Commitment Shortfall), AGIA in accordance with Section 9 (AGIA) and determine Customer's Baseline billing for the following year in accordance with Section 8.2. During the Annual True-Up, BST and Customer can also propose any adjustments to the Baseline and Annual Revenue Commitment. Finally, during the Annual True-Up, BST and Customer will determine the Baseline for the new Contract Year in accordance with Section 7 (Annual Revenue Commitment and Baseline).

17.2 Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and IntraLATA services. Further, any Commitment Shortfall resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.

18. Taxes. Applicable taxes and fees will be based on full tariffed prices for all BST Regulated Services, and no taxes or fees will be added to the amount of any Reward or AGIA given to Customer under this Agreement.

19. Termination Liability.

19.1 If Customer desires to terminate the Volume and Term Provisions of this Agreement prior to the expiration of the Term of this Agreement (other than for BST's default), Customer must provide written notice of such termination sixty (60) days prior to the effective date of termination. BST will bill Customer the following termination charges:

- (a) The amount of Rewards received for the life of this Agreement or for the previous twelve (12) months, whichever is less and
- (b) Liquidated damages equal to the prorated portion of the Agreement implementation and tracking costs, calculated as follows:
Prorated Implementation and Tracking Costs = \$11,783.00 times the
(Contract Months Remaining divided by the Total Contract Months).

19.2 The application of termination charges pursuant to this section shall not affect the application of termination charges pursuant to the tariff or any other agreement.

20. Miscellaneous Provisions

20.1 Offer Expiration. This offer shall expire on December 31, 2005.

20.2 This Agreement shall be interpreted in accordance with the laws of the State of Georgia without regard to its choice of law provisions.

20.3 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States Mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth
BellSouth Business Systems, Inc.
Attn: Vice President and General Manager
2180 Lake Blvd.
Atlanta, GA 30319

Customer
Liberty Mutual Insurance Company
226 Bothwick Ave.
Portsmouth, NH 03801



Regulated Services Agreement GA05-R340-10

20.4 In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

20.5 Each party agrees to submit to the other party, all advertising, sales promotion, press release, and other publicity matters relating to this Agreement or to the services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other company or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's written approval.

20.6 Neither Party may assign its rights or obligations under this Agreement without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

20.7 Extension of Term. The term of this Agreement may be extended for two additional one-year periods upon the mutual agreement of the Parties. Customer shall provide BST written notice of its intent to renew at least 60 days before the beginning of each one-year renewal period.

20.8 Other Reductions to the Annual Revenue Commitment. If any of the events below occur and such occurrence reduces either the volume of or Customer and Customer Affiliates' aggregate billing for V&T Eligible Services required by Customer or Customer Affiliates, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement, BST will reduce Customer's Annual Revenue Commitment by the amount of revenue equal to the Customer's and Customer Affiliates' average pre-Reward monthly billing for such Services during the three- (3-) month period immediately prior to the event. For example, an annual purchase requirement would be reduced by the average pre-Reward monthly billing for such Services times the number of months remaining in the annual period in which BST terminates the affected Services, and each full annual period remaining in the term of the affected Agreement would be reduced by twelve (12) times such average pre-Reward monthly billing. Any such reductions will occur during the Annual True-up.

(a) BST's discontinuance of a Service for any reason permitted under this Agreement other than in connection with BST's termination for material breach by Customer due to a Customer default;

(b) Customer's discontinuance of a Service because of a default by BST;

(c) a Force Majeure Event occurs, as defined in Section 20.14, below, in which case the reduction in Customer's Annual Revenue Commitment shall be proportional to the amount of Service that is unavailable as a result of the Force Majeure Event, and to the period of time during which the Service is unavailable.

(d) any provision herein that allows Customer to permanently discontinue Regulated Service without incurring termination liability.

20.9. Confidential Information.

20.9.1 Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (i) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (ii) all information identified as confidential to which it has access in connection with the Services and Equipment (e.g., Customer Proprietary Network Information, as defined in Section 222(h) of the Federal Communications Act of 1934, as amended, that is collected by BST in providing the Services hereunder), and (iii) this Agreement and the Parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each Party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient Party without the prior written consent of the disclosing Party; provided, however, that each Party may disclose this Agreement and any disclosing Party's Confidential Information to Customer, those who are employed or engaged by the recipient Party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient Party notifies such persons of the obligations set forth in this Section or via a similar confidentiality agreement with obligations no less stringent than those set forth herein and such persons agree to abide by such obligations.

20.9.2 The obligations set forth in Subsection 20.9.1 above will not prevent any Party from disclosing information that belongs to such Party or (i) is already known by the recipient Party without an obligation of confidentiality other than under this Agreement, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (iii) is rightfully received from a third party, (iv) is independently developed without use of the disclosing Party's Confidential Information or (v) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the Party required to disclose the Confidential Information, to the extent possible, provides the disclosing Party with timely prior notice of such requirement and coordinates with the disclosing Party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of this Agreement or an Order Attachment, all documented Confidential Information (and all copies thereof) owned by the requesting Party (if previously received by the terminating Party) will be returned to the requesting Party or will be destroyed, with written certification thereof being given to the requesting Party. The provisions of this Section will survive the expiration or termination of any Order Attachment and this Agreement for any reason.

20.10. Intellectual Property Rights Infringement Indemnity.

20.10.1 If promptly notified in writing of any claim brought against Customer that the Services furnished under this Agreement, or Customer's use thereof, infringe a United States patent, copyright, trademark, trade secret or other Intellectual property right ("Claims"), BST



Regulated Services Agreement GA05-B340-10

will, defend and settle any claim or suit at BellSouth's expense. BellSouth will pay all damages and costs that by final judgment are assessed against Customer due to infringement. BST's obligation in this Section is expressly conditioned upon: (i) BST being notified promptly in writing by Customer of any claim or suit of which Customer is aware; (ii) BST having sole control of the defense or settlement of any claim or suit, and Customer not making any compromise, admission of liability or settlement or taking any other action impairing the defense of such claim without BST's prior written approval; (iii) Customer cooperating with BST in all reasonable ways to facilitate the settlement or defense of any claim or suit; and (iv) that such Claim does not arise from Customer modifications, or from combinations of Services provided by BST with services and equipment provided by Customer or others, or from Customer's use of such Services other than in accordance with the applicable specifications

20.10.2 If any Services become, or in BST's opinion, is likely to become the subject of a claim of infringement, or if a final injunction is obtained against Customer prohibiting use of such by reason of infringement of a United States patent, copyright, trademark, or other intellectual property right, BST will, at its option: (i) procure for Customer the right to continue using the applicable Services; (ii) replace them with non-infringing Services substantially complying with the Services specifications; (iii) modify the Service so it becomes non-infringing and performs in a substantially similar manner to the original Service; or (iv) direct Customer to cease using the affected Services in which case, the Services shall terminate immediately, and any purchase requirements and discount volume tiers, however denominated as set forth in the Appendices, shall immediately be reduced by an amount equal to the Services that Customer can no longer purchase and/or use due to the infringement. In the case of Regulated Services, the Annual Revenue Commitment and Baseline (for calculation of the Growth Percentage and Annual Growth Incentive Award), set forth in Appendix 1 shall immediately be reduced by an amount equal to Customer's and Customer Affiliates' average pre-Reward monthly billing for such Services during the three- (3-) month period immediately prior to the termination of such Services and based on the number of months over which such purchase requirement or discount volume tier is measured. For example, an annual purchase requirement would be reduced by the average pre-Reward monthly billing times the number of months remaining in the annual period in which BST terminates the affected Services, and each full annual period remaining in the Term of the Agreement would be reduced by twelve (12) times such average pre-Reward monthly billing.

20.11 Limitation of Liability.

20.11.1 NOTWITHSTANDING ANYTHING IN ANY OTHER DOCUMENTS TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR ANY DAMAGES OF THE TYPE PREVIOUSLY LISTED AS A RESULT OF THE OPERATION OR MALFUNCTION OF SERVICES, OR DUE TO LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE, INCLUDING INJURY TO PROPERTY, WHETHER ARISING AS A RESULT OF A BREACH OF WARRANTY OR OTHER TERM OF THIS AGREEMENT, OR WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

20.11.2 This limitation of liability applies with equal force and effect to all subsequent Services performed or Equipment provided by BST pursuant to this Agreement

20.11.3 Except as otherwise set forth in an Attachment, during each twelve- (12-) month period of the Term of this Agreement, measured on a rolling twelve (12-) month basis as of the time the affected claim arises, neither Party's liability to the other Party for direct damages shall exceed twelve (12) times Customer's and Customer Affiliates' total average pre-Reward monthly billing of the Services and Equipment under, and measured since the commencement date for, the Term of this Agreement.

20.11.4 Neither Section 20.11.1 nor Section 20.11.3 above shall limit the Parties' Indemnification obligations or its liability for bodily injury or death caused by such Party's negligence or willful misconduct.

20.12. Severability.

20.12.1 Except as otherwise provided herein, this Agreement sets forth the entire agreement between the Parties with respect to the Equipment and Services, and supersedes any prior written or verbal proposals, agreements, understandings or other discussions respecting the Equipment and Services provided under this Agreement except for any currently existing contracts between BST and Customer which terms and conditions remain in effect until such contracts expire or are terminated by either Party. Neither Party will be bound by any provision contained in any Order Attachment, confirmation, correspondence or other communication from the other Party that is at variance with, in addition to or conflicts with any provision of this Agreement, unless such variance, addition or conflict is specifically identified and agreed to in writing by an authorized representative of each Party, which expressly references the appropriate provision of this Agreement. No agent, employee, or representative of either party, including BST, has any authority to bind such Party to any affirmation, representation, or warranty unless the same is specifically set forth in this Agreement or in a written agreement as provided above.

20.12.2 In the event that one or more of the provisions contained in this Agreement or incorporated herein by reference is invalid, illegal or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions will be considered inoperative to the extent of such invalidity, illegality or unenforceability and unless a complete failure of consideration would result therefrom, the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto will be construed and enforced accordingly.

20.13. Disputes. Any dispute, controversy or claim arising under, out of, in connection with or in relation to this Agreement, for the breach, termination, validity or enforceability of any provision hereof (a "dispute"), shall be attempted to be resolved informally through negotiation between the Parties before a Party may commence any formal proceeding with respect to such dispute.



Regulated Services Agreement GA05-B340-10

20.14. Excused Delay/Performance. Each Party will be excused from performance and will not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control of that Party (a "Force Majeure Event"). Such Force Majeure Events include acts or omissions of any regulated telephone network and any other occurrence commonly known as Force Majeure, including without limitation, acts of war and terrorism, civil disobedience, embargoes, delay in transportation, governmental action, acts of any third party (other than such Party's subcontractors or suppliers), labor disputes, strikes, or other concerted acts of workers, casualties or accidents, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Services or Equipment. The Party experiencing the Force Majeure Event may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences, and in such event BST will have no liability to Customer and the Customer will have no liability to BST except for payment of Services actually provided by BST and used by Customer or Customer Affiliates during the Force Majeure Event.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed through its duly authorized representatives as of the date(s) below.

Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions. Each party further agrees that this Agreement constitutes the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. This Agreement is not binding upon either party until executed by an authorized employee, partner, or agent of the other party. The undersigned warrant and represent that they have the authority to bind Customer and BST to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and BST to this Agreement.

CUSTOMER: Liberty Mutual Insurance Company

By: [Signature]
(Signature)

By: MARK WOODFORD
(Printed Name and Title)

Date: 12/16/05

BELLSOUTH TELECOMMUNICATIONS, INC.

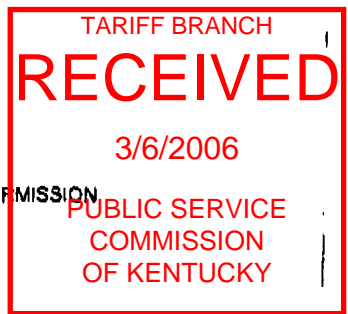
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: [Signature]
(Signature)
Arthur J. Franks

By: Assistant Vice President
(Printed Name and Title)

Date: 12-23-05

Handwritten notes:
12/16/05
JMC
[Signature]



Regulated Services Agreement GA05-B340-10

Appendix 1 to Regulated Services Agreement

SAMPLE ORDER ATTACHMENT

This Order Attachment is entered into pursuant to BellSouth Business™ Master Agreement No. GA05-B340-10.

Service: _____
 Selected Service Period: _____
 Service Specific Tariff: _____
 Installation Date: _____
 Customer's Billing Address: _____

Estimated Installation Interval: _____
 Customer's Installation Address: _____

ORDER DETAIL				
QUANTITY	USOC	DESCRIPTION	NON-RECURRING \$	RECURRING \$

Other Terms and Conditions:

CUSTOMER: Liberty Mutual Insurance Company

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: BELLSOUTH BUSINESS SYSTEMS, INC.

By: *Mark Woodford*
 Printed Name: MARK WOODFORD
 Title: VP OF INFRASTRUCTURE OPS
 Date: 12/16/05

By: *Arthur J. Franks*
 Printed Name: Arthur J. Franks
 Title: Assistant Vice President
 Date: 12-23-05

9/14/05
John
Jmc
R

TARIFF BRANCH
RECEIVED
 3/6/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Regulated Services Agreement GA05-B340-10

Appendix 2 to Regulated Services Agreement

1. Customer: Liberty Mutual Insurance Company
2. Term: 3 Years

Volume and Term Provisions

- | | | |
|----|---|---------------------------------|
| A. | Annual Revenue Commitment:
(100.00% of Baseline) | \$1,436,000.00 |
| B. | Baseline (First Year): | \$1,436,000.00 |
| C. | Reward Level | 10.00% |
| D. | Growth Percentage | 3.00% |
| E. | Annual Growth Incentive Award: | 10.00% (not to exceed \$30,000) |
| F. | Reward Eligible Services | |

Analog Private Line
Business ISDN
Basic Business Service
MegaLink Service
FCO & FX Service
MegaLink Channel Service
Optional Calling Plan
PBX / DID Trunks
Primary Rate ISDN



**BBMSA Agreement No. FL02-M978-00
Regulated Services Attachment FL02-M978-10
Amendment**

**FIRST AMENDMENT TO BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT**

This Amendment is to the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement FL02-M978-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and NationsRent, Inc. ("Customer") on November 19, 2002.

WHEREAS, Customer and BellSouth were in negotiations to extend the Agreement and the negotiations were delayed as a result of a Force Majeure event, specifically Hurricane Wilma; and

WHEREAS, the Agreement was scheduled to expire on October 31, 2005 and due to the delay resulting from the Force Majeure event, the parties hereby agree that, subject to the Parties execution of this Amendment, the expiration date of the Agreement shall be delayed until November 30, 2005 or until this Amendment is executed by both parties, whichever occurs earlier;

NOW, THEREFORE, in consideration of the foregoing, the parties agree to the following:

A. Customer and BellSouth agree to extend the Term of the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement, FL02-M978-10, for an additional thirty-six (36) Months.

B. The amended Appendix 1 to this Amendment shall be effective for the extension period

C. If this Amendment is executed by both parties prior to November 30, 2005, this Amendment shall have an effective date of November 1, 2005, and further should this Amendment not be executed by the Parties, the Agreement shall be deemed to have expired October 31, 2005.

D. This offer shall be valid through November 30, 2005.

E. Except for the foregoing, the remaining terms and conditions of the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement FL02-M978-10 remain in full force and effect between BellSouth and Customer.

The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Amendment to the Agreement.

Customer:

NationsRent, Inc.

By: James A. Haid
Printed Name: James A. Haid
Title: EVP / CIO
Date: 11/29/05

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]
Printed Name: Scott R. Anderson
Title: VP Sales
Date: 11/29/05

Customer Initials [Signature]
Date 11/29/05

TARIFF BRANCH
RECEIVED
3/6/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**BBMSA Agreement No. FL02-M978-00
Regulated Services Attachment FL02-M978-10
Amendment**

First Amended Appendix 1 to Regulated Services and Volume & Term Agreement

- 1. Customer: NationsRent, Inc.
- 2. Term: 72 Months (36 months original plus 36 months extension)

Volume and Term Provisions for the extension period

- A. Annual Revenue Commitment: \$566,000.00
(100.00% of Baseline)
- B. Baseline (First Year): \$566,000.00
- C. Reward Level %
Group A 14.0%
- D. Growth Percentage 5%
- E. Annual Growth Incentive Award: 10% (not to exceed \$10,000)
- F. Reward Eligible Services

Group

- A BUS PLUS/BUS CHOICE
- A CUSTOM CALLING
- A DIR. WHITE PAGE SVCS
- A EXPND AREA CALLING - BUS
- A EXPND AREA CALLING - BUS
- A FLAT RATE BUSINESS
- A MESSAGING CNS FEATURES
- A MSG/MEAS RATE BUS
- A NON LIST/NON PUBLISHED SVCS
- A REMOTE CALL FWD
- A TOUCHSTAR

Customer Initials *JR*
Date *11/29/05*

TARIFF BRANCH
RECEIVED
3/6/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY



THIS INFORMATION EXCHANGE AGREEMENT (herein the "Agreement") is dated and effective as of 1/11/2006 ("Effective Date"), between BellSouth Telecommunications, Inc., BellSouth MNS, Inc., BellSouth Long Distance, Inc., BellSouth Communication Systems, LLC, and BellSouth Business Systems, Inc. ("BellSouth") and Southern States Coop., Inc., a Virginia corporation, having its principal offices at 6606 West Broad St., Richmond, VA 23230 ("Company"). The terms "Recipient" and "Discloser" refer to either BellSouth or Company, as the case may be. BellSouth Business Systems, Inc. has executed this agreement in its own behalf and as agent for each of the other listed BellSouth entities. Each BellSouth entity shall be responsible hereunder only with respect to information received hereunder by that BellSouth entity.

RECITALS

A. Each party acknowledges that it may be necessary for such party, as Discloser, to provide to the other party or parties, each as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating a potential business relationship in connection with [REDACTED] (the "Project").

B. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser, the fact that the parties are discussing the Project and any terms, conditions or other facts with respect to the Project (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and in connection with the Project is also subject to the terms of this Agreement. "Affiliates" means any company owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto.

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.
2. Recipient agrees to use Information solely in connection with the Project and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the Project; (b) have been advised of the confidential and proprietary nature of such Information; and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. BellSouth may provide

Company's Information to BellSouth's Affiliates, consultants, contractors and agents, subject to (a) through (c) above.

3. All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure.
4. Discloser's Information does not include:
 - a) any information publicly disclosed by Discloser;
 - b) any information Discloser in writing authorizes Recipient to disclose without restriction;
 - c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
 - d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
 - e) any information Recipient independently develops without use of or reference to Discloser's Information.
5. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
6. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.
7. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

#688888

PRIVATE/PROPRIETARY/SECURE

No disclosure outside BellSouth except by written agreement. Must be securely stored when not in use.

TARIFF BRANCH
RECEIVED
 3/6/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

- 8. Recipient will not identify Discloser, its Affiliates or any other owner of Information in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by Discloser. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.
- 9. Without limiting the generality of the foregoing provisions concerning confidentiality, the parties acknowledge and agree that the Information disclosed by BellSouth does or may include customer proprietary network information ("CPNI") subject to the requirements of Section 222 of the 1996 Telecommunications Act and rules promulgated pursuant to that section. Company shall not use any such CPNI for any reason other than in connection with the Project. Company shall not allow the use of, access to, or disclosure of such CPNI to any other party, including affiliates of Company unless required to make such disclosure under force of law. Company shall take all necessary steps to maintain the confidentiality of such CPNI while in Company's possession.
- 10. The term of this Agreement and the parties' obligations hereunder commence on the Effective Date and extend with regard to all Information until two (2) years after the date of final disclosure of Information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.
- 11. This Agreement is not a commitment by either party to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both parties.
- 12. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy.

Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

13. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.

14. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.

15. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

16. This Agreement shall be deemed executed in the State of Georgia, U.S.A., and is to be governed and construed by Georgia law, without regard to its choice of law provisions. The parties agree that jurisdiction and venue for any action to enforce this Agreement are properly in the applicable federal or state court for Georgia, New York

17. This Agreement is the entire agreement between the parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Agreement:

BELLSOUTH BUSINESS SYSTEMS, INC.

For itself and as agent for BellSouth Telecommunications, Inc., BellSouth MNS, Inc., BellSouth Long Distance, Inc. and BellSouth Communication Systems, LLC.

COMPANY: Southern States Cooperative, Inc.

By: [Signature]
(Authorized Signature)

By: Karen L. Lankford
(Authorized Signature)

Name: John R. Cushman
(Print or Type)

Name: Karen L. Lankford
(Print or Type)

Title: Sales Director

Title: Vice President, Information Systems

#608069

PRIVATE/PROPRIETARY/SECURE

No disclosure outside BellSouth except by written agreement. Must be securely stored when not in use.

TARIFF BRANCH
RECEIVED
3/6/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT**

Southern States Cooperative

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between Southern States Cooperative ("Customer") and BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of telecommunications services from BST, and reported as "Regulated Services" by BST in accordance with the FCC's Part 32 "Uniform System of Accounts". This Agreement is or may be, a Contract Service Arrangement ("CSA") with respect to BST Regulated Services.

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Agreement is subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Regulated Services included under this Agreement will be purchased in accordance with such approved tariffs in effect in each state. The rates, charges and provisions of such tariffs applicable to the Regulated Services will apply unless and except to the extent this Agreement contains express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Agreement will control to the extent permitted by applicable law.) BST agrees that for Regulated Services purchased at rates set forth in the tariffs, Customer will be provided any appropriate tariff decreases for any rate element.

1.2 Customer acknowledges that BST may be required in certain states to file and obtain approval of this Agreement when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of the Agreement. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date of the Order Attachment for the CSA or SSA. In the event the CSA or SSA is denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Attachment and any CSA or SSA shall be null and void and of no effect in that state.

2. Order Attachment(s). Customer may order Regulated Services by using the BST Order Attachment ("Order Attachment") at the recurring and non-recurring rates and charges agreed to by the Parties in accordance with the terms and conditions described in the applicable tariffs and Order Attachment. Customer may order additional existing or new Regulated Services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new Regulated Services will be in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the appropriate Order Attachment. Customer agrees to pay for the Regulated Services included in all Order Attachments.

3. Cancellation.

If Customer cancels a Regulated Service ordered pursuant to an Order Attachment prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred in the implementation of the cancelled Regulated Service, not to exceed all costs that could apply if the work in the implementation of the Order Attachment had been completed.

4. Termination.

4.1 If Customer cancels a Regulated Service ordered pursuant to an Order Attachment at any time prior to the expiration of the Service Period set forth in the appropriate Order Attachment(s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the minimum Service Period agreed to by BST and Customer as set forth in the Order Attachment(s).

4.2. Customer acknowledges it has options for its telecommunications services from service providers other than BST, and it has chosen BST to provide the Regulated Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the minimum service period set forth in the Order Attachment, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.

5. Service Period.

5.1. The "Service Period" for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed.

5.2. At the expiration of the Service Period for any Regulated Service available pursuant to the tariff, Customer may continue the Regulated Service according to renewal options provided under the tariff. If Customer does not elect an additional Service Period, or does not request discontinuance of service, the Regulated Service will be provided at the month-to-month rate currently in effect. At the expiration of the Service Period for any CSA or SSA, Customer may convert to an available tariff offering for the specific Regulated Service or may request a new CSA or SSA.

VOLUME AND TERM PROVISIONS

6. Definitions. As used in this Agreement, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.

6.1 "Annual Revenue Commitment" - the agreed-upon amount of billing each year to Customer for BST Regulated Services that Customer agrees to achieve for purposes of this Agreement.



6.2 "Baseline" - In Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period without regard to any Rewards under this Agreement.

6.3 "Contract Year" - the twelve (12)-month period during the Term of this Agreement beginning on January 1, 2006 ("Effective Date"), or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.

6.4 "Reward" or "Reward Level" - the percentage applied to the monthly billed revenue for the BST Regulated Services, exclusive of taxes and fees, that are Reward Eligible and for which billing has occurred or will occur during the current billing period.

6.5 "Reward Eligible Services" - all BST local and IntraLATA services purchased by Customer that are appropriate for the application of the Reward based on the existing monthly billed revenue, exclusive of taxes and fees, as mutually agreed to by Customer and BST. The Reward Eligible Services are listed in Appendix 1 to this Agreement.

6.6 "Expiration Date" - the date on which the Term of this Agreement expires.

6.7 "Term" - the number of Contract Years or the number of months the Volume and Term provisions of this Agreement are effective. The Term of this Agreement is 20 Contract Months.

6.8 "V&T Eligible Services" - all Regulated Services purchased by Customer whose billing is used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered V&T Eligible.

7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of \$281,000.00. The Annual Revenue Commitment represents ninety percent (90.00%) of Customer's Baseline billing.

7.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Agreement will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST and measured in pre-Reward billed dollars.

7.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as ninety percent (90.00%) of the Baseline billing for the Contract Year.

7.4 In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change, as defined herein, Customer will be permitted to reduce its Annual Revenue Commitment levels by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein).

8. Reward Level

8.1 BST will apply a Reward in an amount equal to a percentage of the monthly billed revenue, exclusive of taxes and fees, for the total billed revenue associated with the Reward Eligible Services at the beginning of the Contract Year. The Reward Level will be effective on January 1, 2006. The Reward applicable to any given month will appear as a credit in the "Other Charges and Credits" section of Customer's bill in a subsequent billing period.

8.2 Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, C&As, SBAs, WATTSaver, and End User Common Line Charges, are not eligible for the application of the Reward. Billing associated with certain Regulated Services may not be eligible for the application of a Reward in order to comply with applicable regulatory and legal requirements.

8.3 Charges billed pursuant to other BST promotions or offers are not eligible for the application of the Reward.

8.4 Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Appendix 1, for purposes of determining a Reward Level attained by Customer.

8.5 Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a Reward to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the Parties.

9. Annual Growth Incentive Award ("AGIA"). If Customer exceeds its Baseline by more than 5.0 percent (5.0%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal 10.0 percent (10.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$10,000, will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied towards Reward Eligible Services only and will be applied within thirty (30) days of the completion of Annual True-Up.

10. Annual Revenue Commitment and Reward Level. The Customer's Reward Level and Initial Annual Revenue Commitment are set forth in Appendix 1. The Annual Revenue Commitment for future contract years will be determined in accordance with Section 7.

11. Commitment Shortfall. Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 14, 15, and 18, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment ("Commitment Shortfall" or "Shortfall").

12. Provision for Obtaining Rewards for Additional and New Regulated Services. For purposes of this Agreement an "Additional Service" is an IntraLATA service that is tariffed by BST on the Effective Date of this Agreement and is not considered an IntraLATA Reward Eligible Service. A "New Service" is an IntraLATA service that has been tariffed by BST after the Effective Date of this Agreement. Customer may submit a request to BST to obtain a Reward on an Additional or New Service under this Agreement.

13. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the Term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST and Customer. Should such an agreement be reached, BST and Customer will amend this Agreement, including the Annual Revenue



Commitment level in Appendix 1, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. V&T Eligible Services included in this Agreement as the result of an acquisition will not be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.

14. Business Change. In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control, a decision by Customer to close or consolidate locations that is based on events beyond Customer's reasonable control, or a network optimization using other B&T Regulated Services, (collectively, "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a Shortfall), B&T and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any Shortfall resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer: (a) to reduce its overall use of telecommunications; or (b) to transfer portions of its traffic or projected growth to providers other than B&T. Customer must provide B&T written notice of the conditions it believes will require the application of this provision and will describe such conditions with particularity. This provision does not constitute a waiver of any charges, including Shortfall charges, incurred by Customer prior to the time the Parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

15. Higher Order of Service. B&T may offer Customer new technological features and capabilities that will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, B&T agrees to reduce Customer's Annual Revenue Commitment to the extent of any Shortfall resulting from the migration to a Higher Order of Service.

16. Tariff Changes. If during the Term of this Agreement, B&T requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, B&T agrees to reduce Customer's Annual Revenue Commitment to the extent of the Shortfall resulting from the price reduction(s).

17. Annual True-Up.

17.1 Within 90 days of the end of each Contract Year, B&T will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, B&T will calculate any Commitment Shortfall in accordance with Section 11 and determine Customer's Baseline billing for the following year in accordance with Section 5.2. During the Annual True-Up, B&T can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, B&T and Customer will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 7.

17.2 Customer and B&T agree that any credit resulting from the Annual True-Up will be applied as a credit on the B&T bill for local and intraLATA services. Further, any debt resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.

18. Taxes. Applicable taxes and fees will be based on full tariffed prices for all B&T Regulated Services, and no taxes or fees will be added to the amount of any Reward or AGIA given to Customer under this Agreement.

19. Termination Liability.

19.1 If Customer desires to terminate the Volume and Term Provisions prior to their expiration, Customer must provide written notice of such termination 60 days prior to the effective date of termination. B&T will bill Customer the following termination charges:

(a) The amount of Rewards, including any AGIA credits, received for the life of this Agreement or for the previous 12 months, whichever is less and

(b) Liquidated damages equal to the prorated portion of the Agreement implementation and tracking costs, calculated as follows:

Prorated Implementation and Tracking Costs = \$4,714.00 times the
(Contract Months Remaining divided by the Total Contract Months).

19.2 The application of termination charges pursuant to this section shall not affect the application of termination charges pursuant to the tariff or any other agreement.

20. Miscellaneous Provisions

20.1 Offer Expiration. This offer shall expire on January 31, 2006.

20.2 This Agreement shall be interpreted in accordance with the laws of the State of Georgia without regard to its choice of law provisions.

20.3 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States Mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth
BellSouth Business Systems, Inc.
Attn: Director of Contract Management
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer
Southern States Cooperative
6506 West Broad Street
Richmond, VA 23260



20.4 In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

20.5 Each Party agrees to submit to the other Party, all advertising, sales promotion, press release, and other publicity matters relating to this Agreement or to the Regulated Services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other company or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each Party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other Party's written approval.

20.6 Customer may not assign its rights or obligations under this Agreement without the express prior written consent of BST. Such consent shall not be unreasonably withheld.

20.7 Extension of Term. The Term of this Agreement may be extended for two additional one-year periods upon the mutual agreement of the Parties. Customer shall provide BST written notice of its intent to renew at least 60 days before the beginning of each one-year renewal period.

20.8 Should any regulatory authority with appropriate jurisdiction determine that any or all of the Regulated Services provided hereunder should no longer be regulated or provisioned under state tariffs, and provided it is otherwise permissible, the Parties agree to comply with, and to continue with such Regulated Services, under the terms and conditions of this Agreement.

20.9 Prior Agreements. The parties acknowledge that this Agreement supersedes and replaces the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement (GAD1-8994-10), between Customer and BST, dated May 9, 2003.

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BST is subject to BST credit and other approvals. This Agreement is not binding upon BST until executed by an authorized employee, partner, or agent of Customer and BST. The undersigned warrant and represent that they have the authority to bind Customer and BST to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both Parties.

CUSTOMER: Southern States Cooperative

By: Karen L. Lankford
(Signature)

By: KAREN L. LANKFORD, VPIS
(Printed Name and Title)

Date: January 30, 2006

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: [Signature]
(Signature)

By: John R. Cushman, Sales Director
(Printed Name and Title)

Date: 1/30/2006



Appendix 1 to Regulated Services Agreement

- 1. **Customer: Southern States Cooperative**
- 2. **Term: 24 Contract Months**

Volume and Term Provisions

- A. **Annual Revenue Commitment: \$281,000.00**
(90.00% of Baseline)
- B. **Baseline (First Year): \$312,000.00**
- C. **Reward Level 13.00%**
- D. **Growth Percentage 6.00%**
- E. **Annual Growth Incentive Award: 10.00% (not to exceed \$10,000)**
- F. **Reward Eligible Services**

**Analog Private Line
Basic Business Services
Synchronous Service
Optional Calling Plan**



Regulated Services Agreement GA06-2237-10

BELLSOUTH BUSINESS™ MASTER AGREEMENT FOR REGULATED SERVICES AND VOLUME & TERM AGREEMENT

The Sherwin-Williams Company

This BellSouth Business™ Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between The Sherwin-Williams Company ("Customer") and BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of telecommunications services from BST, and reported as "Regulated Services" by BST in accordance with the FCC's Part 32 "Uniform System of Accounts". This Agreement is or may be, a Contract Service Arrangement ("CSA") with respect to BST Regulated Services.

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Agreement is subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Regulated Services included under this Agreement will be purchased in accordance with such approved tariffs in effect in each state. The rates, charges and provisions of such tariffs applicable to the Regulated Services will apply unless and except in the extent this Agreement contains express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Agreement will control to the extent permitted by applicable law.) BST agrees that for Regulated Services purchased at rates set forth in the tariffs, Customer will be provided any appropriate tariff decreases for any rate element.

1.2 Customer acknowledges that BST may be required in certain states to file and obtain approval of this Agreement when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of this Agreement. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date of the Order Attachment for the CSA or SSA. In the event the CSA or SSA is denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Attachment and any CSA or SSA shall be null and void and of no effect in that state.

2. **Order Attachment(s).** Customer may order Regulated Services by using the BST Order Attachment ("Order Attachment") at the recurring and non-recurring rates and charges agreed to by the Parties in accordance with the terms and conditions described in the applicable tariffs and Order Attachment. Customer may order additional existing or new Regulated Services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new Regulated Services will be in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the appropriate Order Attachment. Customer agrees to pay for the Regulated Services included in all Order Attachments.

3. Cancellation.

If Customer cancels a Regulated Service ordered pursuant to an Order Attachment prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred in the implementation of the cancelled Regulated Service, not to exceed all costs that could apply if the work in the implementation of the Order Attachment had been completed.

4. Termination.

4.1 If Customer cancels a Regulated Service ordered pursuant to an Order Attachment at any time prior to the expiration of the Service Period set forth in the appropriate Order Attachment(s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the minimum Service Period agreed to by BST and Customer as set forth in the Order Attachment(s).

4.2 Customer acknowledges it has options for its telecommunications services from service providers other than BST, and it has chosen BST to provide the Regulated Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the minimum service period set forth in the Order Attachment, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.

5. Service Period.

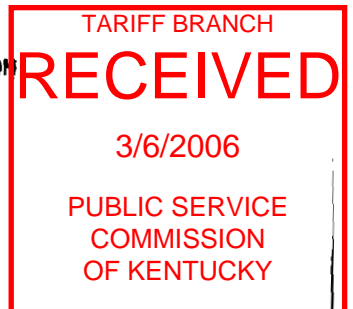
5.1 The "Service Period" for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed.

5.2 At the expiration of the Service Period for any Regulated Service available pursuant to the tariff, Customer may continue the Regulated Service according to renewal options provided under the tariff. If Customer does not elect an additional Service Period, or does not request discontinuance of service, the Regulated Service will be provided at the month-to-month rate currently in effect. At the expiration of the Service Period for any CSA or SSA, Customer may convert to an available tariff offering for the specific Regulated Service or may request a new CSA or SSA.

VOLUME AND TERM PROVISIONS

6. **Definitions.** As used in this Agreement, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.

6.1 "Annual Revenue Commitment" - the agreed-upon amount of billing each year to Customer for BST Regulated Services that Customer agrees to achieve for purposes of this Agreement.



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6.2 "Baseline" - In Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period without regard to any Rewards under this Agreement.

6.3 "Contract Year" - the twelve (12)-month period during the Term of this Agreement beginning on March 1, 2006 ("Effective Date"), or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.

6.4 "Reward" or "Reward Level" - the percentage applied to the monthly billed revenue for the BST Regulated Services, exclusive of taxes and fees, that are Reward Eligible and for which billing has occurred or will occur during the current billing period.

6.5 "Reward Eligible Services" - all BST local and intraLATA services purchased by Customer that are appropriate for the application of the Reward based on the existing monthly billed revenue, exclusive of taxes and fees, as mutually agreed to by Customer and BST. The Reward Eligible Services are listed in Appendix 1 to this Agreement.

6.6 "Expiration Date" - the date on which the Term of this Agreement expires.

6.7 "Term" - the number of Contract Years or the number of months the Volume and Term provisions of this Agreement are effective. The Term of this Agreement is 3 Contract Years.

6.8 "V&T Eligible Services" - all Regulated Services purchased by Customer whose billing is used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered V&T Eligible.

7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of \$1,320,000.00. The Annual Revenue Commitment represents eighty-five percent (85.00%) of Customer's Baseline billing.

7.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Agreement will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST and measured in pre-Reward billed dollars.

7.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as eighty-five percent (85.00%) of the Baseline billing for the Contract Year.

7.4 In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change, as defined herein, Customer will be permitted to reduce its Annual Revenue Commitment levels by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein).

8. Reward Level

8.1 BST will apply a Reward in an amount equal to a percentage of the monthly billed revenue, exclusive of taxes and fees, for the total billed revenue associated with the Reward Eligible Services at the beginning of the Contract Year. The Reward Level will be effective on March 1, 2006. The Reward applicable to any given month will appear as a credit in the "Other Charges and Credits" section of Customer's bill in a subsequent billing period.

8.2 Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, CBAs, SSAs, WATSaver, and End User Common Line Charges, are not eligible for the application of the Reward. Billing associated with certain Regulated Services may not be eligible for the application of a Reward in order to comply with applicable regulatory and legal requirements.

8.3 Charges billed pursuant to other BST promotions or offers are not eligible for the application of this Reward.

8.4 Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Appendix 1, for purposes of determining a Reward Level attained by Customer.

8.5 Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a Reward to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the Parties.

9. Annual Growth Incentive Award ("AGIA"). If Customer exceeds its Baseline by more than 5.0 percent (5.0%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal 10.0 percent (10.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$35,000, will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied towards Reward Eligible Services only and will be applied within thirty (30) days of the completion of Annual True-Up.

10. Annual Revenue Commitment and Reward Level. The Customer's Reward Level and Initial Annual Revenue Commitment are set forth in Appendix 1. The Annual Revenue Commitment for future contract years will be determined in accordance with Section 7.

11. Commitment Shortfall. Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 14, 15, and 16, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment ("Commitment Shortfall" or "Shortfall"). Customer will have the option to either pay the Commitment Shortfall or carry it forward to the following Contract Year. If Customer carries the Commitment Shortfall forward, the Annual Revenue Commitment for the Contract Year to which the Commitment Shortfall is carried will be increased by the amount of the Commitment Shortfall carried forward.

12. Provision for Obtaining Rewards for Additional and New Regulated Services. For purposes of this Agreement an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Agreement and is not considered an intraLATA Reward Eligible Service. A "New Service" is an intraLATA service that has been tariffed by BST after the Effective Date of this Agreement. Customer may submit a request to BST to obtain a Reward on an Additional or New Service under this Agreement.



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13. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the Term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST and Customer. Should such an agreement be reached, BST and Customer will amend this Agreement, including the Annual Revenue Commitment level in Appendix 1, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. V&T Eligible Services included in this Agreement as the result of an acquisition will not be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.

14. Business Change. In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control, a decision by Customer to close or consolidate locations that is based on events beyond Customer's reasonable control, or a network optimization using other BST Regulated Services, (collectively, "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a Shortfall), BST and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any Shortfall resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer: (a) to reduce its overall use of telecommunications; or (b) to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions it believes will require the application of this provision and will describe such conditions with particularity. This provision does not constitute a waiver of any charges, including Shortfall charges, incurred by Customer prior to the time the Parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

15. Higher Order of Service. BST may offer Customer new technological features and capabilities that will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of any Shortfall resulting from the migration to a Higher Order of Service.

16. Tariff Changes. If during the Term of this Agreement, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the Shortfall resulting from the price reduction(s).

17. Annual True-Up.

17.1 Within 60 days of the end of each Contract Year, BST will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 11 and determine Customer's Baseline Billing for the following year in accordance with Section 6.2. During the Annual True-Up, BST can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, BST and Customer will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 7.

17.2 Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and intra-LATA services. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.

18. Taxes. Applicable taxes and fees will be based on full tariffed prices for all BST Regulated Services, and no taxes or fees will be added to the amount of any Reward or AGIA given to Customer under this Agreement.

18. Termination Liability.

18.1 If Customer desires to terminate the Volume and Term Provisions prior to their expiration, Customer must provide written notice of such termination 60 days prior to the effective date of termination. BST will bill Customer the following termination charges:

(a) The amount of Rewards, including any AGIA credits, received for the life of this Agreement or for the previous 12 months, whichever is less and

(b) Liquidated damages equal to the prorated portion of the Agreement implementation and tracking costs, calculated as follows:
Prorated Implementation and Tracking Costs = \$28,365.00 times the
(Contract Months Remaining divided by the Total Contract Months).

19.2 The application of termination charges pursuant to this section shall not affect the application of termination charges pursuant to the tariff or any other agreement.

20. Miscellaneous Provisions

20.1 Offer Expiration. This offer shall expire on February 28, 2006.

20.2 This Agreement shall be interpreted in accordance with the laws of the State of Georgia without regard to its choice of law provisions.

20.3 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States Mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party herein may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.



Regulated Services Agreement 0A06-2237-10

Current addresses are:

Bellsouth

Bellsouth Business Systems, Inc.
Attn: Director of Contract Management
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer

The Sherwin-Williams Company
101 Prospect Ave.
Cleveland, OH 44145

20.4 In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

20.5 Each Party agrees to submit to the other Party, all advertising, sales promotion, press release, and other publicity matters relating to this Agreement or to the Regulated Services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other company or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each Party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other Party's written approval.

20.6 Customer may not assign its rights or obligations under this Agreement without the express prior written consent of BST. Such consent shall not be unreasonably withheld.

20.7 Extension of Term. The Term of this Agreement may be extended for two additional one-year periods upon the mutual agreement of the Parties. Customer shall provide BST written notice of its intent to renew at least 60 days before the beginning of each one-year renewal period.

20.8 Should any regulatory authority with appropriate jurisdiction determine that any or all of the Regulated Services provided hereunder should no longer be regulated or provisioned under state tariffs, and provided it is otherwise permissible, the Parties agree to comply with, and to continue with such Regulated Services, under the terms and conditions of this Agreement.

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitutes the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BST is subject to BST credit and other approvals. This Agreement is not binding upon BST until executed by an authorized employee, partner, or agent of Customer and BST. The undersigned warrant and represent that they have the authority to bind Customer and BST to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both Parties.

CUSTOMER: The Sherwin Williams Company

By: X [Signature]
(Print Name)

By: V.P.
(Printed Name and Title)

Date: 2/24/06

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: [Signature]
(Signature)

By: ARTHUR S. FRANKS
(Printed Name and Title)
Assistant Vice President

Date: 2/24/06



Regulated Services Agreement GA00-2137-10

Appendix 1 to Regulated Services Agreement

- 1. Customer: The Sherwin-Williams Company
- 2. Term: 3 Years

Volume and Term Provisions

- A. Annual Revenue Commitment (85.00% of Baseline) \$1,320,000.00
- B. Baseline (First Year): \$1,553,000.00
- C. Reward Level 21.00%
- D. Growth Percentage 5.00%
- E. Annual Growth Incentive Award: 10.00% (not to exceed \$35,000)
- F. Reward Eligible Services

ALARM & CONTROL CKT
 ANALOG DATA SERVICE
 OFF PREM EXT (OPX)
 BUSINESS ISDN
 ESSX ISDN
 BACK-UP LINE
 BUS PLUS/BUS CHOICE
 CUSTOM CALLING, Except in FL, NC
 DIR. WHITE PAGE SVCS
 ENHANCED CALLERID
 EXPND AREA CALLING - BUS, Except in NC
 MESSAGING CNS FEATURES
 MSG/MFAS RATE BUS
 NON LIST/NON PUBLISHED SVCS
 PRESTIGE
 REMOTE CALL FWD
 RINGMASTER
 TOUCHSTAR
 MEGALINK
 ESSX
 FCO & FX SERVICES
 MEGALINK CHANNEL
 OPT CALL PLAN (OCP)
 NARS - ESSX/Digital ESSX Service
 NARS - MegaLink Channel Service
 FLAT RATE PBX TRUNKS/NARS
 MSG/MEAS RATE PUX



BBMA Agreement No. GA05-8822-00
Regulated Services Agreement GA05-8822-10

**BELLSOUTH BUSINESSSM MASTER AGREEMENT FOR
REGULATED SERVICES AND VOLUME & TERM AGREEMENT**

Xerox Corporation

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between Xerox Corporation ("Customer") and BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of Regulated Services from BST, and reported as such by BST in accordance with the FCC's Part 32 "Uniform System of Accounts" ("Regulated Services"). This Agreement is or may be, a Contract Service Arrangement ("CSA") with respect to BST Regulated Services.

REGULATED SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that this Agreement is subject to and controlled by BST's tariffs including, but not limited to, the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time, and are not intended to replace or supersede existing tariffs. All Regulated Services included under this Agreement will be purchased in accordance with such approved tariffs in effect in each state. The rates, charges and provisions of such tariffs applicable to the Regulated Services will apply unless and except to the extent this Agreement contain express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of this Agreement will control to the extent permitted by applicable law.) BST agrees Customer will be provided any appropriate tariff decreases for any rate element.

1.2 Customer acknowledges that BST may be required in certain states to file and obtain approval of this Agreement when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of this Agreement. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date of the Order Attachment for the CSA or SSA. In the event the CSA or SSA is denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Attachment and any CSA or SSA shall be null and void and of no effect in that state. Further, BST will reduce the Annual Revenue Commitment by an amount equal to the billing attributable to any state that denies this Agreement.

2. Ordering and Billing.

2.1 Customer may order Regulated Services by using the BST Order Attachment ("Order Attachment"), a sample of which is attached as Appendix 3, at the recurring and non-recurring rates and charges agreed to by the Parties in accordance with the terms and conditions described in the applicable tariffs and Order Attachment. Customer may order additional existing or new Regulated Services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new Regulated Services will be in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the appropriate Order Attachment. Customer agrees to pay for the Regulated Services included in all Order Attachments.

2.2 All Customer orders will be made by the appropriate Customer authorized channel. Orders from other Customer channels should be redirected to the appropriate Customer authorized channel.

2.3 All new orders shall be included in the agreed-upon summary bill format and sent to the Customer's specified billing address. The detail service and billing information shall be provided to Customer in the format and medium agreed upon by the parties.

2.4 BST shall submit all invoices in the form, media and level of detail agreed upon by the parties. Absent such agreement, the standard BST billing specifications shall apply. BST shall address invoices to the locations specified by Customer.

2.5 All amounts on an invoice, that are not the subject of a bona fide dispute, shall be remitted by Customer within thirty (30) days of the date of the invoice. Upon the execution of the appropriate CSA(s), Customer shall be permitted to remit payment up to fifty-seven (57) days from the date of the invoice without being subject to the application of late payment charges. If the 57th day falls on a weekend or holiday Customer will remit payment on or before the following business day. Late payment charges will be charged in accordance with the applicable tariff or CSA. In the event of a bona fide dispute between Customer and BST as to the correctness of items appearing on BST's invoice to Customer, Customer may withhold payment of the disputed items only.

2.6 Customer may withhold payment on an invoice if Customer disputes the accuracy of the invoice amount and Customer promptly communicates such dispute in writing to BST. Customer shall not be deemed in breach of this Agreement or any applicable Order Attachment, CSA or SSA for withholding payment of amounts subject to a bona fide dispute. Each party shall designate appropriate personnel to promptly resolve all billing disputes.

2.7 In the event of a disputed invoice, the Parties will make every effort to complete their investigation in a timely manner. No action will be taken by BST to terminate, suspend or otherwise impact Customer's services until the resolution of the billing dispute. Customer's services shall not be disrupted during the invoice dispute process and no late payment fees shall apply.

3. Cancellation.

If Customer cancels a Regulated Service ordered pursuant to an Order Attachment prior to the completed installation of the Regulated Service, but after the execution of the Order Attachment, Customer will pay all actual costs incurred in the implementation of the cancelled Regulated Service, not to exceed all costs that could apply if the work in the implementation of the Order Attachment had been completed.

4. Termination.

4.1 If Customer cancels a service ordered pursuant to an Order Attachment, CSA or SSA at any time prior to the expiration of the service period set forth in the appropriate Order Attachment(s), CSA or SSA, Customer shall only be responsible for termination charges if such charges are specified in the appropriate Order Attachment, CSA or SSA. Termination charges shall not apply to services provided under month-to-month tariff pricing.



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4.2. Customer acknowledges it has options for its telecommunications services from service providers other than BST and it has chosen BST to provide the Regulated Services specified in each Order Attachment, CSA or SSA. Customer, therefore, agrees that in the event it terminates Regulated Services provided pursuant to an Order Attachment of any kind whether it is a CSA or SSA, at any time prior to the minimum service period set forth in the Order Attachment, CSA or SSA, Customer will pay Termination Charges, except where a certified reseller of BST local service resells this Agreement to Customer and agrees in writing to assume all of Customer's obligations to BST under this Agreement.

5. Service Period.

5.1. The Service Period for Regulated Services ordered under an Order Attachment shall be as specified in the applicable Order Attachment and shall commence on the date installation is completed.

5.2. At the expiration of the Service Period for any Regulated Service available pursuant to the tariff, Customer may continue the Regulated Service according to renewal options provided under the tariff. If Customer does not elect an additional service period, or does not request discontinuance of service, the Regulated Service will be provided at the month-to-month rate currently in effect. At the expiration of the Service Period for any CSA or SSA, Customer may convert to an available tariff offering for the specific service or may request a new CSA or SSA.

VOLUME AND TERM PROVISIONS.

6. **Definitions.** As used in this Agreement, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.

- 6.1 "Annual Revenue Commitment" - the agreed-upon amount of billing each year to Customer for BST Regulated Services that Customer agrees to achieve for purposes of this Agreement.
- 6.2 "Baseline" - in Contract Year 1, the annualized monthly billing to Customer for BST Regulated Services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12)-month period without regard to any Rewards under this Agreement.
- 6.3 "Contract Year" - the twelve (12)-month period during the term of this Agreement beginning on December 1, 2005 ("Effective Date"), or any subsequent twelve (12)-month period that begins on the anniversary of the Effective Date.
- 6.4 "Regulated Services" - Telecommunications services purchased from BST, and reported as "Regulated Services" by BST in accordance with the FCC's Part 32 "Uniform System of Accounts".
- 6.5 "Reward" or "Reward Level" - the percentage applied to the monthly billed revenue for the BST Regulated Services, exclusive of taxes and fees, that are Reward Eligible and for which billing has occurred or will occur during the current billing period.
- 6.6 "Reward Eligible Services" - all BST local and Intra-LATA services purchased by Customer that are appropriate for the application of the Reward based on the existing monthly billed revenue, exclusive of taxes and fees, as mutually agreed to by Customer and BST. The Reward Eligible Services are listed in Appendix 1 to this Agreement.
- 6.7 "Expiration Date" - the date on which the term of this Agreement expires, if no Transition Period is requested.
- 6.8 "Term" - the number of Contract Years or the number of Contract Months the Volume and Term provisions of this Agreement are effective. The Term of this Agreement is **38 Contract Months**.
- 6.9 "V&T Eligible Services" - all Regulated Services purchased by Customer whose billing is used to calculate Baseline. Non-recurring charges, taxes, and publicly imposed surcharges are not used to calculate the Baseline and are not considered V&T Eligible. The V&T Eligible Services are listed in Appendix 2 to this Agreement.
- 6.10 "Transition Period" - BST shall, upon Customer's request and within regulatory guidelines, provide Customer with the option to extend the Volume and Term Provisions of this Agreement for a minimum of 1 month and a maximum of 3 months, (the "Transition Period"). The Transition Period shall be authorized through the execution of an amendment to this Agreement, provided that Customer provides BST written notification of its request for the Transition Period, no later than sixty (60) days before the end of the Term of this Agreement. BST shall notify Customer at least ninety (90) days prior to the expiration of this Agreement of such upcoming expiration. Customer must be in compliance with the material terms and conditions of this Agreement and remain current in its payment and other obligations hereunder to be eligible for a Transition Period. During the Transition Period, BST will continue to provide Customer with the Reward Level and other terms and conditions set forth in this Agreement, except that the Annual Growth Incentive Award shall not apply during the Transition Period. The Revenue Commitment for the Transition Period shall be calculated by multiplying the one-twelfth of the Annual Revenue Commitment for the most recent Contract Year by the number of months in the Transition Period. BST represents and warrants that, as of the Effective Date hereof, it is aware of no legal or regulatory impediment to its agreeing to such Transition Period.

7. Annual Revenue Commitment

7.1 Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Agreement of \$385,000.00. The Annual Revenue Commitment represents eighty-two percent (82.00%) of Customer's Baseline billing.

7.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Agreement will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST, measured in pre-Reward billed dollars, and reported to Customer on a quarterly basis through BST standard reports.

7.3 Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as eighty-two percent (82.00%) of the Baseline billing for the Contract Year.

7.4 In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, Tariff Change, Rate Assurance or Default, as defined herein, Customer will be permitted to reduce its Annual Revenue Commitment levels by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein).



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8. Reward Level

8.1 BST will apply a Reward in an amount equal to a percentage of the monthly billed revenue, exclusive of taxes and fees, for the total billed revenue associated with the Reward Eligible Services at the beginning of the Contract Year. The Reward Level will be effective on December 1, 2005. The Reward applicable to any given month will appear as a credit in the "Other Charges and Credits" section of Customer's bill in a subsequent billing period.

8.2 Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, CSAs, SSAs, WATSSaver, and End User Common Line Charges, are not eligible for the application of the Reward. Billing associated with certain services may not be eligible for the application of a Reward in order to comply with applicable regulatory and legal requirements.

8.3 Charges billed pursuant to other BST promotions or offers are not eligible for the application of the Reward.

8.4 Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Appendix 1, for purposes of determining a Reward Level attained by Customer.

8.5 Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a Reward to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the Parties.

9. **Annual Growth Incentive Award ("AGIA").** If Customer exceeds its Baseline by more than 5.0 percent (5.0%) during any Contract Year, Customer will receive an additional AGIA credit. The AGIA will equal 10.0 percent (10.0%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA, not to exceed \$15,000, will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied towards Reward Eligible Services only and will be applied within thirty (30) days of the completion of Annual True-Up. The AGIA shall not apply during any Transition Period.

10. **Annual Revenue Commitment and Reward Level.** The Customer's Reward Level and Initial Annual Revenue Commitment are set forth in Appendix 1. The Annual Revenue Commitment for future Contract Years will be determined in accordance with Section 7.

11. **Commitment Shortfall.** Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 14, 15, 16, 17 and 18, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment ("Commitment Shortfall").

12. **Provision for Obtaining Rewards for Additional and New Regulated Services.** For purposes of this Agreement an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Agreement and is not considered an intraLATA Reward Eligible Service. A "New Service" is an intraLATA service that has been tariffed by BST after the Effective Date of this Agreement. Customer may submit a request to BST to obtain a Reward on an Additional or New Service under this Agreement.

13. **Acquisition of New Businesses.** In the event Customer acquires a new business or operation within the BST service area during the term of this Agreement, the Regulated Services at these locations may be included under this Agreement upon the mutual agreement of BST and Customer. Should such an agreement be reached, BST and Customer will amend this Agreement, including the Annual Revenue Commitment level in Appendix 1, as appropriate to include such Regulated Services. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for future years. V&T Eligible Services included in this Agreement as the result of an acquisition will not be used in the calculation of an AGIA in the Contract Year in which the acquisition occurred.

14. **Business Change.** In the event of a divestiture of a significant part of Customer's business, a business downturn, a decision by Customer to close or consolidate locations, or a network optimization using other BST services, each in Customer's sole discretion, (each a "Business Change"), any of which significantly reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), Customer's Annual Revenue Commitment shall be reduced to the extent of any shortfall resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions which require the application of this provision and will describe such conditions with particularity. This provision does not constitute a waiver of any charges, including shortfall charges, incurred by Customer prior to the time the Parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements. However, if provided in the appropriate Order Attachment, CSA or SSA, and upon notice to BST, Customer shall be permitted to reduce the quantity of Regulated Services specified in the Order Attachment, CSA or SSA to the extent such reduction results from a Business Change, and any early termination charges, shall be waived. Early termination charges shall not apply to services provided under month-to-month tariff pricing.

15. **Higher Order of Service.** BST may offer Customer new technological features and capabilities that will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the migration to a Higher Order of Service.

16. **Tariff Changes.** If during the term of this Agreement, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the shortfall resulting from the price reduction(s).

17. Rate Assurance

17.1 If Customer is offered a service proposal from an alternative service provider that is comparable to a service that is provided pursuant to this Agreement and is priced at least ten percent (10%) less than the services provided to Customer by BST, and bills more than \$1,000.00



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per month at cumulative locations to be considered for a price reduction, Customer shall provide BST written notice of the service proposal in reasonably sufficient detail (but without violating any confidential obligation such other service provider in connection with providing the requested information) so that BST will have the option to respond to the rates and terms offered by such alternative service provider for the services provided pursuant to this Agreement.

17.2 BST shall be provided 7 days to respond in writing with regard to whether it shall respond with an alternative service offering. If BST chooses to respond with an alternative offering, then BST shall require an additional 30 days to develop its response.

17.3 In the event BST elects to respond to the offering from the alternative service provider and offers Customer a service proposal with an equivalent offering to the alternative service provider's competitive offering, the BST service offering shall continue in effect at the new customized rates and charges until the expiration of the Agreement.

17.4 If BST elects not to respond to the offer from the alternative service provider or does not offer Customer a proposal that is priced within five percent (5%) of the alternative service provider's offering, BST shall reduce the Annual Revenue Commitment of Customer by an amount that is equal to the actual Annual Revenue Commitment associated with the services included in the alternative service provider's service proposal.

18. **Default.** If BST breaches any of the material Terms of this Agreement or any applicable Order Attachment or tariff and fails to cure such breach within thirty (30) days after written notice of such breach, Customer may (as its sole remedy except for any credits that may be payable for downtime as provided in the applicable tariff) terminate the affected Services by written notice to BST, without obligation for any early termination charges otherwise payable hereunder. In the event Customer is unable to meet its Annual Revenue Commitment under this Agreement due to the application of this provision, BST will reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the application of this provision for the Contract Year in which the default by BST occurred. Any reductions to the Annual Revenue Commitment due default by BST will be made during the V&T Annual True-Up at the end of the year in which the default by BST occurred, and will affect the Annual Revenue Commitment for future years.

19. Annual True-Up.

19.1 Within 90 days of the end of each Contract Year or Transition Period, BST will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"), or the Revenue Commitment for any Transition Period. During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 11 and determine Customer's Baseline billing for the following year in accordance with Section 6.2. During the Annual True-Up, BST and Customer can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, BST and Customer will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 7. Customer's progress toward meeting the Annual Revenue Commitment and Rewards earned will be tracked by BST and reported to Customer on a quarterly basis.

19.2 Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and intraLATA services, or at the Customer's option, by the issuance of a check. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.

20. **Taxes.** Applicable taxes and fees will be based on full tariffed prices for all BST Regulated Services, and no taxes or fees will be added to the amount of any Reward or AGIA given to Customer under this Agreement.

21. Termination Liability.

21.1 If Customer desires to terminate the Volume and Term Provisions prior to their expiration, Customer must provide written notice of such termination 60 days prior to the effective date of termination. BST will bill Customer the following termination charges:

(a) The amount of Rewards, including any AGIA credits, received for the life of this Agreement or for the previous 12 months, whichever is less and

(b) Liquidated damages equal to the prorated portion of the Agreement implementation and tracking costs, calculated as follows:
Prorated Implementation and Tracking Costs = \$10,919.00 times the
(Contract Months Remaining divided by the Total Contract Months).

21.2 The application of termination charges pursuant to this section shall not affect the application of termination charges pursuant to the tariff or any other agreement.

22. Miscellaneous Provisions.

22.1 **Offer Expiration.** This offer shall expire on December 31, 2005.

22.2 This Agreement shall be interpreted in accordance with the laws of the State of New York without regard to its choice of law provisions.

22.3 Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States Mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

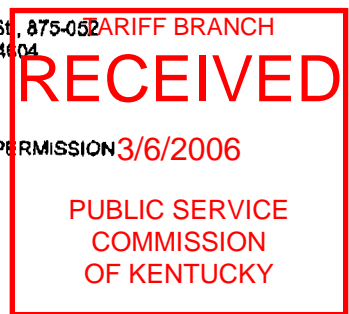
BellSouth

BellSouth Business Systems, Inc.
Attn: Director of Contract Management
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer

Xerox Corporation and
ITAC Commodity Team
800 Phillips Road 0205-99P
Webster, NY 14580

Xerox Corporation
VP - I&TO
161 S. Chestnut St.,
Rochester, NY 14604



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22.4 In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

22.5 Each party agrees to submit to the other party, all advertising, sales promotion, press release, and other publicity matters relating to this Agreement or to the services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other company or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's written approval.

22.6 Neither party may assign its rights or obligations under this Agreement without the express prior written consent of the other party. Such consent shall not be unreasonably withheld.

22.7 **Extension of Term.** The term of this Agreement may be extended for two additional one-year periods upon the mutual agreement of the Parties. Customer shall provide BST written notice of its intent to renew at least 60 days before the beginning of each one-year renewal period.

22.8 **Prior Agreements.** The parties acknowledge that this Attachment supersedes and replaces the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement (GA02-Q814-10), between Customer and BST, dated February 19, 2003. Order Attachments or Purchase Orders covering Regulated Services shall automatically incorporate these Terms, and any and all standard (such as preprinted or computer generated) terms and conditions on any Customer or BellSouth purchase order forms or other Customer or BellSouth documents shall be deemed deleted.

23. Confidential Information.

23.1 During the term of this Agreement the Parties may, from time to time, communicate information to each other or the Parties may learn or acquire certain information about each other in order to enable the Parties to effectively perform their obligations under this Agreement (hereinafter referred to as "Confidential Information").

23.2 For purposes of this Agreement, Confidential Information shall be limited to information of a business nature. Such information shall not include confidential processes, formulations, designs, source code or other information that would otherwise be considered technical in nature or that could be used in the creation of a product, solution or business process. "Receiving Party" refers to the Party receiving Confidential Information. "Disclosing Party" refers to the Party disclosing Confidential Information. For purposes of this Section 23, the term "Party" or "Parties" shall include such entity's employees and agents.

23.3 Receiving Party shall treat all Confidential Information as confidential, whether or not so labeled or identified, and shall not disclose any part thereof without the prior written consent of the Disclosing Party. Receiving Party shall limit the use and circulation of such information even within Receiving Party's own organization, to the extent necessary to perform its obligations under this Agreement. Confidential Information shall not include any information which (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of Receiving Party, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of Receiving Party without any obligation of confidentiality, (iv) has been or is hereafter rightfully disclosed to Receiving Party by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party, or (v) is required to be disclosed by applicable law, regulation or judicial authority.

23.4 If, in the future, the Parties determine that disclosure of either Party's information of a technical nature is necessary to furtherance of the purposes identified in Section 23.1 and that Party has designated such technical information as confidential, the Parties agree to negotiate in good faith (a) the scope of such technical information to be disclosed in confidence and (b) the duration of confidential treatment with respect to such information; and the Parties agree to execute a written amendment to this Agreement in conformance with the foregoing. Otherwise, disclosure of such information shall be governed by the terms of this Agreement.

23.5 Without the prior written consent of the other Party, neither Party shall (a) make any news release, public announcement, denial or confirmation of this Agreement or its subject matter, or (b) disclose any reports, recommendations, conclusions, products of the services or documentation regarding the foregoing.

23.6 In their performance hereunder, the Parties shall comply with all legal obligations they may now or hereafter have respecting the information or other property of any other person, firm or corporation.

24. **Compliance with Laws.** Each party represents and warrants compliance with all Federal, State and local laws, ordinances and regulations applicable to this Agreement including, but not limited to, (a) applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and applicable regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof; (b) the Toxic Substances Control Act including the requirement that every chemical substance delivered appear on the list of chemical substances as compiled by the Administrator, Environmental Protection Agency or have been submitted by either party for inclusion on such list; (c) Executive Order 11246 including promptly supplying the other party with all certifications required thereunder upon request; and (d) the applicable requirements of 38 U.S.C. 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. To the extent applicable, each party shall comply with 15 U.S.C.A. Sec. 637(d) (3) (48 CFR 52.219-8), "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" for all contracts exceeding \$10,000 and, in contracts exceeding \$500,000 agrees to adopt a plan similar to that required under 15 U.S.C.A. Sec. 637 (d) (4) or (5) (48 CFR 52.219-9), "Small Business and Small Disadvantaged Business Subcontracting Plan", hereby expressly incorporated by reference. Each party shall accurately label, consistent with the requirements of Section 811 of the Clean Air Act, as amended, and all regulations promulgated pursuant thereto, any container of a controlled substance and any product manufactured with or containing a controlled substance that is supplied to the other party. In addition, each party hereby confirms that it is in compliance with all applicable environmental, health and safety regulations, and reiterates its commitment to provide work conditions, products and/or services which are safe for its service providers, customers and the environment and which contain recycled materials where appropriate.



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25. **Indemnification.** To the extent that any Equipment, Services or Software furnished under these Terms (other than Equipment or Software provided "As Is") infringes any United States patent, trademark, copyright, or trade secret and a written claim is made or suit is brought by any third party against Customer on that account, BellSouth agrees to defend or settle any such claim or suit at BellSouth's expense. BellSouth will also pay all damages and costs that by final judgment of a court of competent jurisdiction are assessed against Customer attributable to such infringement.

26. **Export.** BellSouth shall not export, directly or indirectly, any technical data acquired from Customer under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the Parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the Parties relating to the subject matter of the Agreement. Acceptance of any Order by BellSouth is subject to BellSouth credit and other approvals. This Agreement is not binding upon BellSouth until executed by an authorized employee, partner, or agent of Customer and BellSouth. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties.

CUSTOMER: Xerox Corporation - I2/O

By: John Lynch
(Signature)

By: JOHN LYNCH - VP ITO
(Printed Name and Title)

Date: 12/12/05

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: [Signature]
(Signature)

By: John D. Brink, VP GM
(Printed Name and Title)

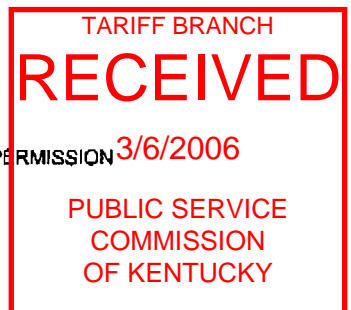
Date: 12/14/05

CUSTOMER: Xerox Corporation - IAC

By: Anna Marie Riker
(Signature)

By: ANNA MARIE RIKER
SR. SUPPLIER MGR TELECOM
(Printed Name and Title)

Date: 12/12/05



**EBMA Agreement No. GA05-8822-00
Regulated Services Agreement GA05-8822-10**

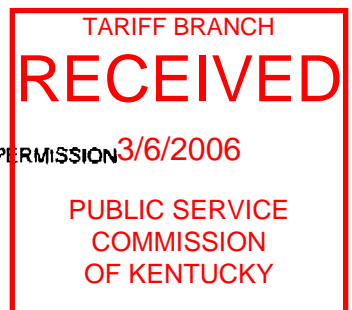
Appendix 1 to Regulated Services Agreement

- 1. Customer: Xerox Corporation
- 2. Term: 38 Contract Months

Volume and Term Provisions

- A. Annual Revenue Commitment: \$385,000.00
(82.00% of Baseline)
- B. Baseline (First Year): \$470,000.00
- C. Reward Level 15.00%
- D. Growth Percentage 5.00%
- E. Annual Growth Incentive Award: 10.00% (not to exceed \$15,000)
- F. Reward Eligible Services

ANALOG DATA SERVICE
 OFF PREM EXT, Except In NC
 TIE LINES
 VOICE GD NON-DATA
 BUSINESS ISDN
 BUS PLUS/BUS CHOICE, Except in AL, MS
 CUSTOM CALLING
 DIR, WHITE PAGE SVCS
 EXPND AREA CALLING – BUS, Except in GA, LA, NC
 MESSAGING CNS FEATURES
 MSG/MEAS RATE BUS, Except in FL, NC, SC
 NON LIST/NON PUBLISHED SVCS
 PRESTIGE
 REMOTE CALL FWD
 TOUCHSTAR
 BELLSOUTH CENTREX
 ACCUPULSE
 FCO & FX SERVICES
 OPT CALL PLAN
 DID
 FLAT RATE PBX TRUNKS/NARS
 MSG/MEAS RATE PBX



Appendix 2 to Regulated Services Agreement

V&T Eligible Services

- AMJ
- ANALOG DATA SERVICE
- OFF PREM EXT (OPX)
- TIE LINES
- VOICE GD NON-DATA
- BILL MANAGEMENT SERVICE
- BUSINESS ISDN
- BUS PLUS/BUS CHOICE
- CUSTOM CALLING
- DIR. WHITE PAGE SVCS
- EXPND AREA CALLING - BUS
- FLAT RATE BUSINESS
- MESSAGING CNS FEATURES
- MSG/MEAS RATE BUS
- NON LIST/NON PUBLISHED SVCS
- PRESTIGE
- REMOTE CALL FWD
- TELE ANS SVC (TAS)
- TOUCHSTAR
- BELLSOUTH CENTREX
- COMP
- ACCUPULSE
- E911 & Hearing Impaired
- End User Common Line Charge
- FCO & FX SERVICES
- INSIDE WIRE-BASIC
- IntraLATA Toll
- VOICE MAIL & MESSAGING
- 800 SERVICE
- OPT CALL PLAN (OCP)
- WATS SERVICE
- DID
- FLAT RATE PBX TRUNKS/NARS
- MSG/MEAS RATE PBX
- Special Assembly
- WATS 800

TARIFF BRANCH
RECEIVED
 3/6/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

BBMA Agreement No. GA05-8822-00
Regulated Services Agreement GA05-8822-10

Appendix 3 to Regulated Services Agreement

SAMPLE ORDER ATTACHMENT

This Order Attachment is entered into pursuant to BellSouth BusinessSM Master Agreement No. GA05-8822-10.

Service: _____
Selected Service Period: _____
Service Specific Tariff: _____
Installation Date: _____
Customer's Billing Address: _____

Estimated Installation Interval: _____
Customer's Installation Address: _____

ORDER DETAIL

QUANTITY	USOC	DESCRIPTION	NON-RECURRING \$	RECURRING \$

Other Terms and Conditions:

CUSTOMER: Xerox Corporation - I&TO

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: BELLSOUTH BUSINESS SYSTEMS, INC.

By: John Lynch
Printed Name: JOHN LYNCH
Title: ITB/VP
Date: 12/12/05

By: [Signature]
Printed Name: John D. Wain
Title: VP GM
Date: 12/14/05

CUSTOMER: Xerox Corporation - ITAC

By: Anna Marie Riker
Printed Name: ANNA MARIE RIKER
Title: Sr. Supplier Mgr - Telecom
Date: 12/12/15



BBUSA No. KY01-A199-00
Regulated Services Attachment KY01-A199-10

**Amendment To
Regulated Services Attachment KY01-A199-10**

This Amendment amends and modifies Regulated Services Attachment KY01-A199-10 ("Attachment") to BellSouthSM Business Master Services Agreement No. KY01-A199-00 ("Master Agreement") between Yum Restaurant Services Group, Inc. (formerly Tricon Restaurant Services Group, Inc.) ("Customer") and BellSouth Business Systems, Inc. ("BBS") on behalf of BellSouth Telecommunications, Inc. ("BST") and applies to Orders for the purchase of regulated services ("Services") from BST.

IN CONSIDERATION of the mutual promises, covenants and agreements made and contained herein, the parties hereby agree to the following:

- I. Customer and BST agree to extend the Attachment for one (1) additional Contract Year beginning on December 1, 2003 and ending on November 30, 2006 ("Additional Contract Term").
- II. The Annual Revenue Commitment for the additional Contract Year will be equal to \$2,333,200.00.
- III. This offer expires on November 30, 2003.

Except for the foregoing, the remaining terms and conditions of the Regulated Services Attachment remain in full force and effect between BST and Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below:

Customer:
Yum Restaurant Services Group, Inc.
(Formerly Tricon Restaurant Services Group, Inc.)

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

BY: [Signature]
Authorized Signature

BY: [Signature]
Authorized Signature

Ryan Brown
Printed Name

Robert Baldwin
Printed Name

Title: VP Global Infrastructure

Title: Assistant Vice President - Sales

Date: 11/21/03

Date: 11/22/05

NO. 594 P002/002
P. 2
NO. 599 P002/002

FAX NO. 615 401 4170

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BELL SOUTH + 615 481 4170
BELL SOUTH → FAX # 615 481 4170

