

FEB-02-2006 13:38 FROM:

TO: 914048296924

P. 1/8

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K310-02

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and AdmivaStar, 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 at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. This section, in its entirety, shall be superceded by item 17 so long as Customer's Federal Government Contract has been terminated or cancelled. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the

PRIVATE/PROPRIETARY

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Case Number KY05-K310-02

minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

(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
 2180 Lake Blvd
 Atlanta, GA 30319

Subscriber
 AdminaStar, Inc.
 9901 Linn Station Rd
 Louisville, KY 40223

- 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

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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 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.
- 15. Assignability. The parties recognize and acknowledge that Customer is government contractor. Accordingly, Company agrees, upon the request of Customer and/or the duly authorized representative of the United States Government, to assign this Agreement to the United States Government or its duly-appointed designee.
- 16. Prompt Submission of Claims and Waiver. Company agrees that all claims for payment must be made within 180 days of the date the claim is incurred or within 60 days after the contract ends- whichever is earlier. In no event shall Company be entitled to any compensation, remuneration or payment of any kind whatsoever on any claim, demand or other request that was not submitted within 60 days from the date this contract is terminated.

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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: 5/24/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) Agreement provides for Business Lines as part of Basic Local Exchange Service and BellSouth® Primary Rate ISDN - Voice/Data Service.

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

The parties agree that as of the effective date of this Agreement, the document, titled Addendum to Subcontract Under the Health Insurance for the Aged and Disabled Act (42 U.S.C., Chapter 7, Supp. as amended) is made part of this CSA and such provisions, if applicable, shall apply to BellSouth. BellSouth will waive Customer's termination penalties if their contract with the Federal Government has been terminated, or cancelled. Customer must provide BellSouth, in writing, within 90 days prior to termination of service, that the Federal Government has terminated, or canceled their contract.

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 MM - MM

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AGREEMENT**

Case Number KY05-K310-02
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:
AdminaStar, Inc.

By: Michael McCarron
Authorized Signature

Printed Name: Michael McCarron

Title: President

Date: 1/30/06

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

By: Jodi Kilpatrick
Authorized Signature

Printed Name: Jodi Kilpatrick

Title: Medical Sales Director

Date: 2/2/06

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**CONTRACT SERVICE ARRANGEMENT
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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 & 5 -Per line	\$0.00	\$29.70	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Groups 1 & 5 -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$29.70	1FBCL
3	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB
4	Hunting, each	\$0.00	\$0.00	HTG
5	Area Calling Service business, both way, premium	\$0.00	\$29.70	B2K2P
6	Premium Calling Usage Package, Business	\$0.00	\$48.40	BREKX
7	BellSouth® Primary Rate ISDN Access Line, each	\$0.00	\$130.00	1LD1E
8	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 8)	\$0.00	\$375.00	PR71V
9	BellSouth® Primary Rate ISDN B- Channel, each - Voice/Data (Standard)	\$0.00	\$10.57	PR7BV
10	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
11	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$75.00	PR7CN
12	BellSouth® Primary Rate ISDN D- Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7EX

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**CONTRACT SERVICE ARRANGEMENT
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RATES AND CHARGES

NOTES:

Local Exchange Service

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. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
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 Line	\$22.00, each

5. 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.

Primary Rate ISDN Service

6. 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. 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.
7. 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

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Case Number KY05-K310-02
Option 1 of 1

full nonrecurring charges as identified below in addition to applicable termination
liability charges:

<u>USOC</u>	<u>Nonrecurring Charge</u>
ILDIE	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

8. 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

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ADDENDUM
AGREEMENT

Case Number GA06-0685-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Affordable Care, Inc ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreements GA05-4994-01, KY05-4995-01, LA05-4996-01, MS05-4998-01, and TN05-5001-01. 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: 5/13/2006.

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.

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ADDENDUM
AGREEMENT

Case Number GA06-0685-00

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:
Affordable Care, Inc

By: Robert A. Moloney
Authorized Signature

Printed Name: Robert A. Moloney

Title: C. I. O.

Date: 1-19-06

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

By: Joe Forte
Authorized Signature

Printed Name: Joe Forte

Title: Sales Manager

Date: 1/26/06

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ADDENDUM
AGREEMENT

Case Number GA06-0685-00
Option 1 of 1

Service description:

This Addendum Agreement adds calling features to the Customer's existing Basic Local Exchange Access service.

All terms and conditions of Contract Service Arrangement Agreements GA05-4994-01, KY05-4995-01, LA05-4996-01, MS05-4998-01, and TN05-5001-01 apply to this Addendum Agreement unless modified herein.

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**ADDENDUM
AGREEMENT**

Case Number KY06-0688-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Variable -Per central office per line/trunk equipped (Addendum to KY05-4995-01. Add rate element.)	\$.00	\$4.90	ESM
2	Message Waiting - Stutter Dialtone (Addendum to GA05-4994-01. Add rate element.)	\$.00	\$1.05	MWW

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ADDENDUM
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Case Number GA06-0685-00
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RATES AND CHARGES

NOTES:

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

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NO. 339 010

12:58



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L019-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and AIR EVAC LIFETEAM ("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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(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

AIR EVAC LIFETEAM
1488 W 8th St, PO BOX 768
WEST PLAINS, MO 65775

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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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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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: 4/7/2006.

Estimated service interval following acceptance date: Negotiable weeks.

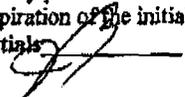
Service description:

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

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



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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:
AIR EVAC LIFETEAM

By: [Signature]
Authorized Signature

Printed Name: Jack Peters

Title: Director of Administration

Date: 1-13-06

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

By: [Signature]
Authorized Signature

Printed Name: Robin Porter

Title: Sales Manager

Date: 1/18/06

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
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L019-00
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 3 -Per line	\$0.00	\$27.00	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Group 3 -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$27.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Group 3 -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Variable -Per central office per line/trunk equipped	\$0.00	\$0.00	ESM
5	BellSouth® TouchStar® service, Individual Features, Business, Caller ID - Deluxe (with ACR) -Per line	\$0.00	\$0.00	NXMCR

PRIVATE/PROPRIETARY

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L019-00
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 \$348.00 in addition to applicable termination liability charges.

5. The rates in this Contract Service Arrangement Agreement are contingent upon Subscriber executing Contract Service Arrangement Agreements AL05-L015-00, KY05-L019-00 and TN05-L018-00. If the Subscriber fails to execute the above referenced Agreements, the rates, terms and conditions of this Contract Service Arrangement Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rates.

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.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L468-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Arkema, 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

Page 1 of 7

PAGE 02

ARKEMA INC

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L468-00

(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 Road
Louisville, KY 40222

Subscriber
Arkema, Inc
4350 Campground Road
Louisville, KY 40216

- 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 KY05-L468-00

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 BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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PAGE 05

ARKEMA INC

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L468-00
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: 4/14/2006.

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 forty-nine (49) to seventy-two (72) month service period.

This Agreement is for 49 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 CLF

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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ARKEMA INC

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CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number KY05-L468-00
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:
Arkema, Inc

By: Cheyl L. Fier
Authorized Signature

Printed Name: Cheyl L. Fier

Title: Environmental Mgr

Date: 1-10-05

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

By: Shannon Hindman
Authorized Signature

Printed Name: Shannon Hindman

Title: Associate Sales Manager

Date: 1-27-2006

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 5 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L468-00
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	\$120.00	1LDIE
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$340.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$8.00	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	\$69.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX

PRIVATE/PROPRIETARY

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PAGE 08

ARKEMA INC

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-1468-00
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	\$342.00
1LD1E	\$875.00, each
FR71V	\$110.00, each
FR7BV	\$ 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 BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 7 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY04-F464-02

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Bluegrass Harley-Davidson ("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.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY04-F464-02

(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
 333 Commerce St.
 Nashville, TN 37201

Subscriber
 Bluegrass Harley-Davidson
 11701 GATEWORTH WAY
 LOUISVILLE, KY 402994673

- 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 BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY04-F464-02

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 KY04-F464-02
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: 6/9/2006.

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.

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 RRB

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY04-F464-02
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:
Bluegrass Harley-Davidson

By: Samuel R. Bennett
Authorized Signature

Printed Name: Samuel R. Bennett

Title: owner

Date: 2/9/06

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

By: Chris Martin
Authorized Signature

Printed Name: CHRIS MARTIN

Title: SLS MGR

Date: 2/13/06

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY04-F464-02
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	\$25.00	1FB
2	Flat Rate Main Station Line Service, Business - Caller ID compatible, Rate Group 5 -Per line (Caller ID feature must be ordered separately.)	\$.00	\$25.00	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	TTR

PRIVATE/PROPRIETARY

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 OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY04-F464-02
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. 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.

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

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.

TARIFF BRANCH
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2/20/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1591-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/s BellSouth, ("Company") and CATHOLIC Pastoral Center ("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 BELLSOUTH COMPANY EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1591-00

(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
CATHOLIC Pastoral Center
600 Locust St
Owensboro, KY 42301

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 BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 7



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FEB-14-2006 TUE 12:08 PM BELLSOUTH

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DIOCESE OF OWENSBORO
FAX NO. 4

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P. 06

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT** Case Number KY06-1591-00

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.

Page 2 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1591-00
Option 2 of 3

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: 5/27/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

This Agreement provides for a service period of thirty-six (36) to forty-eight (48) months.

This Agreement is for 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 SCB

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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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1591-00
Option 2 of 3

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:
CATHOLIC Pastoral Center

By: *Dr. Joseph Angelo Boone*
Authorized Signature

Printed Name: Dr. Joseph Angelo Boone

Title: Chancellor

Date: 02/13/06

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

By: *Lena Levendowski*
Authorized Signature

Printed Name: Lena Levendowski

Title: SM

Date: 2/12/06

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.

Page 5 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1591-00
Option 2 of 3

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	\$0.00	\$130.00	ILD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$0.00	\$8.00	PR7BV
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$0.00	\$0.20	PR71T

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.

Page 6 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1591-00
Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if 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.
3. The following nonrecurring charges will not apply upon initial installation. However, 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 as identified below in addition to applicable termination liability charges.

PRI Access Line	1LD1E	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$301.00 in addition to applicable termination liability charges.

4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

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

END OF ARRANGEMENT AGREEMENT OPTION 2

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.

Page 7 of 7

TARIFF BRANCH
RECEIVED
 2/20/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

800-707-3750

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0356-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and CLASS ACT ("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.

TARIFF BRANCH
RECEIVED
 2/20/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0356-00

(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
CLASS ACT
307 W SOUTHERN HEIGHTS AVE
LOUISVILLE, KY 40214

- 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 BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0356-00

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.

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P.4/B

To:4

JAN-18-2006 02:25 From:

TARIFF BRANCH
RECEIVED
2/20/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0356-00
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: 5/10/2006.

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 *LL*

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 KY06-0356-00
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:
CLASS ACT

By: [Signature]
Authorized Signature

Printed Name: L. L. Kershner

Title: President

Date: 1/18/06

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

By: [Signature]
Authorized Signature

Printed Name: Lena Levendaski

Title: SM

Date: 01/18/05

PRIVATE/PROPRIETARY

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



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0356-00
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)	\$0.00	\$130.00	11J3TE
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN D-Channel, each - Voice/Data (Standard) (Note 2)	\$0.00	\$8.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.20	PR71F
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$75.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7EX
7	BellSouth® Primary Rate ISDN, Interoffice Channel, each channel, Fixed Monthly Rate	\$0.00	\$65.00	ILN1A
8	BellSouth® Primary Rate ISDN, Interoffice Channel, each channel, Each airline mile or fraction thereof	\$0.00	\$0.00	ILN1B

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0356-00

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	\$342.00
1LD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each
1LN1A	\$125.00, 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 BELL SOUTHERN COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 7 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1272-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and DART POLYMERS ("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 BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1272-00

(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
DART POLYMERS
2400 HARBOR RD
OWENSBORO, KY 42301

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 BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1272-00

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 KY06-1272-00
Option 2 of 3

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: 5/24/2006.

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 service period of thirty-six (36) to forty-eight (48) months.

This Agreement is for 48 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 RLK

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1272-00
Option 2 of 3

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:
DART POLYMERS

By: Robert K Shelton
Authorized Signature

Printed Name: Robert K Shelton

Title: Plant Mgr.

Date: 2/7/2006

Company:
BellSouth Telecommunications, Inc.

By: Lena Lewandoski
Authorized Signature

Printed Name: Lena Lewandoski

Title: SM

Date: 2/10/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1272-00
Option 2 of 3

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	\$0.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$0.00	\$8.00	PR7BV
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$0.00	\$75.00	PR7CN

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1272-00
Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if 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.
3. The following nonrecurring charges will not apply upon initial installation. However, 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 as identified below in addition to applicable termination liability charges:

PRI Access Line	1LD1E	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$301.00 in addition to applicable termination liability charges.

4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

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

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0817-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Dawson Springs Ind Schools ("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. (n) 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 KY06-0817-00

(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
Dawson Springs Ind Schools
118 E ARCADIA AVE
DAWSON SPRINGS, KY 42408

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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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-0817-00

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 KY06-0817-00
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 cancelling the Agreement. If accepted, billing will be rendered from the installation date.

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

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 DMS central office.

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

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

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 CS 1/18/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0817-00
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:
Dawson Springs Ind Schools

By: *Alexis Seymour*
Authorized Signature

Printed Name: Alexis Seymour

Title: Superintendent

Date: 1-18-06

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

By: *Jane Perendse*
Authorized Signature

Printed Name: Jane Perendse

Title: SM

Date: 1/17/06

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-0817-00
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	BellSouth® Centrex service, Payment Plan 5, Standard common equipment, each	\$.00	\$65.00	MIACS
2	BellSouth® Centrex service, Payment Plan 5, Common equipment customized by the Company at the subscriber's request, each	\$.00	\$65.00	MIACC
3	BellSouth® Centrex service, Standard Features, per station line, each	\$.00	\$3.95	CENAA
4	BellSouth® Centrex service, Payment Plan 5, Station Links, Flat Rate, each	\$.00	\$12.10	M4LFA
5	BellSouth® Centrex service, Payment Plan 5, Station Links for 800 Service Termination, Flat Rate, each	\$.00	\$12.10	M4LFD
6	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFC
7	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFD
8	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFE
9	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFF
10	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFG
11	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on	\$.00	\$12.10	M4LFT

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RATES AND CHARGES

	Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each			
12	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M520R (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFU
13	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFV
14	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFB
15	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID, Flat Rate, each	\$.00	\$12.10	M4LFH
16	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID and Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFW
17	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped for Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFI
18	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$.00	\$12.10	M4LFM
19	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFO
20	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFP
21	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFQ

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RATES AND CHARGES

22	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFR
23	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LFS
24	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LF4
25	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LF5
26	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LF6
27	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$.00	\$12.10	M4LF7
28	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$.00	\$12.10	M4LFZ
29	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$.00	\$.00	M4LF9
30	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$.00	\$.00	M4LF2
31	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different	\$.00	\$12.10	M1FNX

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
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Case Number KY06-0817-00
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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. Payment Plan designation is for provisioning purposes only.

3. The appropriate tariff notes associated with each rate element apply as specified in the GSST.

4. 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 MIACS), each, or	\$600.00
Customized Common Equipment (USOC MIACC) each	\$750.00
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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1068-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and DELTA DENTAL PLAN OF KENTUCKY ("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
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(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 Rd. Suite 300
Louisville, KY 40222

Subscriber

DELTA DENTAL PLAN OF KENTUCKY
OF KENTUCKY 9901 LINN STATION RD
LOUISVILLE, KY 40223

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
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1068-00

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 KY06-1068-00
Option 2 of 5

Offer Expiration: This offer shall expire on: 5/19/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

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

This Agreement is for twenty-four (24) 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 REB

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1068-00
Option 2 of 5

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:
DELTA DENTAL PLAN OF KENTUCKY

By: [Signature]
Authorized Signature

Printed Name: Ronald E. Story

Title: Director

Date: 1/26/06

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

By: [Signature]
Authorized Signature

Printed Name: Regina Lewis

Title: Sales Rep

Date: 1/26/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1068-00
Option 2 of 5

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Metro Ethernet Service, 10 Mbps Premium Connection, per connection, Burst Mode	\$.00	\$900.00	MTEB3
2	BellSouth® Metro Ethernet Service, 20 Mbps Premium Connection, per connection, Burst Mode	\$.00	\$1,012.50	MTEB4

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1068-00
Option 2 of 5

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 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>USQC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$ 201.00
MTEBA	\$1,000.00, each
MTEBB	\$1,500.00, each
MTEBC	\$2,000.00, each
MTEP3	\$1,000.00, each
MTEE3	\$1,000.00, each
MTEP4	\$1,250.00, each
MTEE4	\$1,250.00, each
MTEP5	\$1,250.00, each
MTEE5	\$1,250.00, each
MTEP6	\$1,500.00, each
MTEE6	\$1,500.00, each
MTEP7	\$1,750.00, each
MTEE7	\$1,750.00, each
MTEP8	\$1,750.00, each
MTEE8	\$1,750.00, each
MTEQF	\$ 500.00, each
MTESR	\$ 250.00, each

Registered trademark of BellSouth Intellectual Property Corporation

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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ADDENDUM
AGREEMENT

Case Number KY05-L740-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and GENERAL ELECTRIC ("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-F774-02. 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.

Offer Expiration: This offer shall expire on: 4/21/2006.

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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ADDENDUM
AGREEMENT

Case Number KY05-L740-00

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:
GENERAL ELECTRIC

By: [Signature]
Authorized Signature

Printed Name: Sam Guerin

Title: U.S. Sourcing

Date: 1-27-06.

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

By: [Signature]
Authorized Signature

Printed Name: Phil D Nelson

Title: Sales Director

Date: 1/25/06

PRIVATE/PROPRIETARY

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OF KENTUCKY

ADDENDUM
AGREEMENT

Case Number KY05-L740-00
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 lower the rate to existing sold Contract Service Arrangement (CSA) KY04-F774-02 for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

All rules and regulations of Contract Service Arrangement Agreement KY04-F774-02 apply to this Addendum Agreement.

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number KY05-L740-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Flat Rated PRI (1-1LD1E, 1-PR71V, 23-PR7BV) (Addendum to KY04-F774-02, change monthly rate)	\$.00	\$506.00	WDDKR

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY05-L740-00
Option 1 of 1

RATES AND CHARGES

NOTES:

- 1. All notes are applicable as per Contract Service Arrangement case number KY04-F774-02.

ADDENDUM TO ADD NOTES:

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

<u>USOC</u>	<u>Nonrecurring Charge</u>
Contract Preparation Charge (WGGVF)	\$342.00

- 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.

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 KY05-L454-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/s BellSouth, ("Company") and HURSTBOURNE COUNTRY CLUB ("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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L454-00

(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

HURSTBOURNE COUNTRY CLUB
9000 HURSTBOURNE CLUB LANE
LOUISVILLE, KY 40222

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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CONTRACT SERVICE ARRANGEMENT

AGREEMENT

Case Number KY05-L454-00

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 KY05-L454-00
Option 2 of 3

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: 4/13/2006.

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 service period of thirty-six (36) to forty-eight (48) months.

This Agreement is for 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 JL G

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L454-00
Option 2 of 3

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:
HURSTBOURNE COUNTRY CLUB

By: Terris L. Greenwell
Authorized Signature

Printed Name: Terris L. Greenwell

Title: Controller / Business Manager

Date: 12/14/05

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

By: Robin Porter
Authorized Signature

Printed Name: Robin Porter

Title: Sales Manager

Date: 1/23/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L454-00
Option 2 of 3

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	\$0.00	\$130.00	1LD1R
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$0.00	\$8.00	PR7BV
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$0.00	\$75.00	PR7CN

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L454-00
Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if 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.
3. The following nonrecurring charges will not apply upon initial installation. However, 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 as identified below in addition to applicable termination liability charges:

PRI Access Line	1LD1E	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$301.00 in addition to applicable termination liability charges.

4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

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

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number NC05-D594-03

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and INGERSOLL-RAND COMPANY ("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. Company will provide Subscriber prior notice of any additional services and the rates and terms that apply to the additional services.
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. 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.
7. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number NC05-D594-03

- 8. 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
1007 Emerald Place
Evans, GA 30809

Subscriber

INGERSOLL-RAND COMPANY
800-E Beaty Street
Davidson, NC 28036

- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number NC05-D594-03
Option 1 of 1

Offer Expiration: This offer shall expire on: 4/16/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines, Trunks, BellSouth® Business Plus® service, and Hunting as part of Basic Local Exchange Service.

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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number NC05-D594-03
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:
INGERSOLL-RAND COMPANY

By: *E. Hindal*
Authorized Signature

Printed Name: E HINDAL

Title: VP, SHARED SERVICES

Date: 1/17/06

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

By: *Sandra R. McCarty*
Authorized Signature

Printed Name: Sandra R. McCarty

Title: Technical Branch Manager

Date: 1/26/2006

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D587-03
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, All Rate Groups -Per line	\$.00	\$28.23	1FB
2	Flat Rate Main Station Line Service, Business - Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$.00	\$28.23	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -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

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**CONTRACT SERVICE ARRANGEMENT
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Case Number NC05-D594-03
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 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 this 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. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines, Trunks, and/or Business Plus 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'.
4. 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, which may include converting the Business Line, Business Plus Line, and Trunk to a discounted level not to exceed the following: Business Line rate - thirty-one dollars and twenty-five cents (\$31.25), Business Plus Line rate - thirty-three dollars and sixty-eight cents (\$33.68), and Customer's Trunk rate - forty-three dollars and sixty-one cents (\$43.61). 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).
5. When the services provided herein are disconnected prior to the expiration of the contract term, as a result of a Customer requested change to a higher order of a separately tariffed service, termination liability charges will not apply.

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-D587-03

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)

6. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of one hundred seventy (170) flat rate Business Lines, Trunks, and/or Business Plus 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, Trunks, and/or Business Plus 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, Trunks, and/or Business Plus 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, Trunk, and/or Business Plus line that falls below the Minimum Quantity Requirement, as identified below:

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 \$242.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A105-01

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. LA04-E141-10.

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

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: 1/16/2006.

Customer's Billing Address:
J P Morgan Chase Bank, National Association
Strategic Sourcing Organization, 270 Park Avenue, 37th Floor
New York, NY 10017

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A105-01
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement (CSA) provides for intraLATA BellSouth® FlexServ® Service, BellSouth® Primary Rate ISDN - Voice/Data (Standard) service, SynchroNet® Service, and ISDN - Business Service (IBS) service.

This Agreement provides for a twenty-four (24) month service period. (Notes 1,2,4)

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.

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 _____

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A105-01
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:
J P Morgan Chase Bank, National Association

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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BBMA Agreement No. LA04-E141-00
JPMC 68849

jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

12.17 Further Assurance.

The Parties hereto agree to perform all acts and execute all supplementary instruments or documents that may be necessary or desirable to carry out the provisions of this Agreement and each Attachment.

12.18 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the Services. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services, or the rights and obligations relating to the Services. This Agreement shall not be contradicted or supplemented by any written or oral statements, proposals, representations, advertisements, or service descriptions except as expressly set forth in this Agreement. If an Attachment describes Services in a general or summary manner, the Services will include not only Services specifically described, but also those that are an inherent, necessary or customary part of those Services.

SIGNATURE BELOW BY EACH PARTY'S AUTHORIZED REPRESENTATIVE IS SUCH PARTY'S CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: [Signature]
(Authorized Signature)

(Typed or Printed Name) JOHN J. SACK
SENIOR VICE PRESIDENT

(Title) [Signature]

(Date) [Signature]

BELLSOUTH BUSINESS SYSTEMS, INC. on behalf of the BellSouth Companies

By: [Signature]
(Authorized Signature)

(Typed or Printed Name) John D. Irwin

(Title) VP / GM

(Date) 11-16-05



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A105-01
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)	\$0.00	\$130.00	1LD1E
2	Access Line Connection to ISDN from Existing Customer Facilities (Provisioning Only)	\$0.00	\$0.00	1LD1F
3	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$0.00	\$375.00	PR71V
4	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$0.00	\$2.00	PR7BV
5	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
6	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$75.00	PR7CN
7	BellSouth® Primary Rate ISDN Interface, each, Digital Data Only Option	\$0.00	\$375.00	PR71D
8	BellSouth® Primary Rate ISDN Interface, each Inward Data Option	\$0.00	\$375.00	PR71E
9	BellSouth® Primary Rate ISDN B-Channels, each Inward Data Option	\$0.00	\$2.00	PR7BD
10	BellSouth® Primary Rate ISDN B-Channels, Digital Data Only Option	\$0.00	\$2.00	PR7BF
11	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7EX
12	BellSouth® Primary Rate ISDN, Telephone Numbers for BellSouth Primary Rate ISDN Voice/Data and Digital Data Only options, Per telephone number requested outward only - No Rate (Provisioning Only)	\$0.00	\$0.00	PR7TO
13	BellSouth® Primary Rate ISDN, Interoffice Channel, each channel, Fixed	\$0.00	\$65.00	PR7IA

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**CONTRACT SERVICE ARRANGEMENT
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RATES AND CHARGES

Monthly Rate				
14	BellSouth® Primary Rate ISDN, Interoffice Channel, each channel, Each airline mile or fraction thereof	\$.00	\$22.00	1LN1B
15	BellSouth® Primary Rate ISDN, Incoming Call Extension, ICE-DRC, For maximum of one call per telephone number requested in different rate center- low use	\$.00	\$0.27	PR7N1
16	BellSouth® Primary Rate ISDN, Incoming Call Extension, ICE-DRC, For more than one simultaneous call per telephone number in different rate center - high use, first path	\$.00	\$9.00	PR7N2
17	BellSouth® Primary Rate ISDN, Incoming Call Extension, ICE-DRC, Additional paths for USOC PR7N2, per additional path	\$.00	\$7.20	PR7N3
18	Redirecting Number Feature for BellSouth® Primary Rate ISDN	\$.00	\$.00	PR7RN
19	Service Rearrangement Charges, Charge for Changes made to Primary Rate ISDN Involving Type 2 Arrangements	\$.00	\$.00	NRCPB
20	Service Rearrangement Charges, Premises visit charge per primary rate access line or for an inside move per visit	\$.00	\$.00	NRCPC
21	Service Rearrangement Charges, Primary Rate ISDN Extended Reach Non-Recurring Rearrangement Charge	\$.00	\$.00	NRCPE
22	Service Rearrangement Charges, Service Change charge for inside moves each per primary rate access line	\$.00	\$.00	NRCPM
23	Service Rearrangement Charges, Service Change Charge for transfer of responsibility per primary rate access line	\$.00	\$.00	NRCPT
24	BellSouth® Primary Rate ISDN Interface, Inward Data Option with Extended Reach Service - Dedicated Route	\$.00	\$375.00	PR71C

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RATES AND CHARGES

25	BellSouth® Primary Rate ISDN Interface, Inward Data Option with Extended Reach Service - Final Route	\$.00	\$375.00	PR71U
26	Primary Rate ISDN Extended Reach Dedicated Route Overflow Arrangement	\$.00	\$50.00	PR7AU
27	BellSouth® Primary Rate ISDN B-Channel, each - Inward Data Option with Extended Reach Service - Dedicated Route	\$.00	\$10.00	PR7BE
28	BellSouth® Primary Rate ISDN B-Channel, each - Inward Data Option with Extended Reach Service - Final Route	\$.00	\$10.00	PR7BL
29	Usage Sensitive BellSouth® Primary Rate ISDN B-Channel, Voice/Data (Standard)	\$.00	\$2.00	PR7BS
30	BellSouth® Primary Rate ISDN B-Channel, Voice/Data (Standard for use over ATM)	\$.00	\$2.00	PR7BT
31	Usage Sensitive BellSouth® Primary Rate ISDN B-Channel, Digital Data Only Option	\$.00	\$2.00	PR7BU
32	Next Route Index Feature, Per analog arrangement	\$.00	\$27.00	PR7GX
33	Next Route Index Feature, Per analog and digital arrangement	\$.00	\$27.00	PR7GY
34	BellSouth® Primary Rate ISDN- Inward Data Option- Each Final Telephone Number Requested Inward only with Extended Reach Service (Note 6)	\$.00	\$20.00	PR7L2
35	Primary Rate ISDN Extended Reach Dedicated Interoffice Channel (Provisioning Only)	\$.00	\$.00	PR7OE
36	BellSouth® Primary Rate ISDN, PRI Overflow Feature for Voice/Data Arrangements,	\$.00	\$27.00	PR7OF
37	BellSouth® Primary Rate ISDN- Inward Data Option- Each Remote Telephone	\$.00	\$20.00	PR7OM

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RATES AND CHARGES

	Number Requested Inward only with Extended Reach Service - Final Route (Note 6)			
38	BellSouth® Primary Rate ISDN- Inward Data Option- Each Remote Telephone Number Requested Inward only with Extended Reach Service - Dedicated Route (Note 6)	\$.00	\$20.00	PR7T1
39	BellSouth® Primary Rate ISDN, Incoming Call Extension, ICE-SRC, Per same telephone number in the same rate center	\$.00	\$.00	PR7TF
40	BellSouth® Primary Rate ISDN Telephone Numbers for Usage Sensitive, per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TL
41	BellSouth® Primary Rate ISDN Telephone Numbers for Usage Sensitive, per telephone number requested outward Only (Provisioning Only)	\$.00	\$.00	PR7TM
42	BellSouth® Primary Rate ISDN- Inward Data Option- Telephone Numbers, each additional telephone number requested inward only above standard allowance (Note 5)	\$.00	\$20.00	PR7ZT
43	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward only within standard allowance	\$.00	\$0.20	PR7TF
44	BellSouth® FlexServ® Service Dial Interface for FlexServ® Service (1) For Dial Access (a) 1.2 Kbps thru 19.2 Kbps Access Port	\$.00	\$34.80	APF19
45	BellSouth® FlexServ® Service Dial Interface for FlexServ® Service (2) Security Card (a) each	\$.00	\$.00	SECFS
46	BellSouth® FlexServ® Service Dedicated Interface for FlexServ® Service (1) Analog 4 wire (a) 1.2 Kbps Access Port	\$.00	\$22.62	APF1A

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RATES AND CHARGES

47	BellSouth® FlexServ® Service Dedicated Interface for FlexServ® Service Analog 4 wire 9.6 Kbps Access Port	\$.00	\$42.05	APF9A
48	BellSouth® FlexServ® Service Dedicated Interface for FlexServ® Service Digital 4 wire 2.4 Kbps Access Port	\$.00	\$32.48	APF2D
49	BellSouth® FlexServ® Service Dedicated Interface for FlexServ® Service Digital 4 wire 4.8 Kbps Access Port	\$.00	\$35.38	APF4D
50	BellSouth® FlexServ® Service Dedicated Interface for FlexServ® Service Digital 4 wire 9.6 Kbps Access Port	\$.00	\$38.28	APF9D
51	BellSouth® FlexServ® Service Web Interface for FlexServ® Service Web Access Per Arrangement 9.6 Kbps Access Port	\$.00	\$14.50	DSLWE
52	BellSouth® FlexServ® Service DSO Channel Connections Voice grade type, per DSO channel	\$.00	\$8.64	DSLVA
53	BellSouth® FlexServ® Service DSO Channel Connections Digital type, per DSO channel	\$.00	\$4.93	DSLVA
54	BellSouth® FlexServ® Service DS1 Channel Connections DSO switching, per DS1 channel	\$.00	\$63.80	DSL1A
55	BellSouth® FlexServ® Service DS1 Channel Connections DS1 switching, per DS1 channel	\$.00	\$37.70	DSL1B
56	BellSouth® FlexServ® Service DS3 Channel Connections DSO switching, per DS3 channel	\$.00	\$826.50	DSL3A
57	BellSouth® FlexServ® Service	\$.00	\$217.50	DSL3B

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RATES AND CHARGES

	DS3 Channel Connections DS1 switching, per DS3 channel			
58	BellSouth® FlexServ® Service FlexServ® Service Options Additional Concurrent User Access Per Additional Concurrent User Access	\$.00	\$39.44	FSSFU
59	BellSouth® FlexServ® Service FlexServ® Service Options Additional User Identification Codes Per Additional User Identification Code	\$.00	\$.00	FSSFA
60	BellSouth® FlexServ® Service FlexServ® Service Options Additional Customer Training Per eight hour day of training after initial installation	\$.00	\$.00	FSSFT
61	BellSouth® FlexServ® Service Multipoint Bridging Voice Grade Connections Per bridging leg	\$.00	\$2.09	FSSFM
62	BellSouth® FlexServ® Service Multipoint Bridging Multipoint Junction Unit Per 2.4, 4.8, 9.6 or 56 Kbps channel connection	\$.00	\$2.76	FSSFJ
63	BellSouth® FlexServ® Service Multipoint Bridging Multipoint Junction Unit Per 19.2 Kbps channel connection	\$.00	\$5.48	FSSF9
64	BellSouth® FlexServ® Service Subrate Reconfiguration Capability Per DSO Equipped (DSOB)	\$.00	\$.00	DSLSE
65	BellSouth® FlexServ® Service Subrate Reconfiguration Capability Per DSOA 9.6 Kbps, requires 5	\$.00	\$5.08	DSLSE
66	BellSouth® FlexServ® Service Subrate Reconfiguration Capability Per DSOA 4.8 Kbps, requires 10	\$.00	\$4.29	DSLSE
67	BellSouth® FlexServ® Service Subrate Reconfiguration Capability Per DSOA 2.4 Kbps, requires 20	\$.00	\$4.06	DSLSE
68	BellSouth® FlexServ® Service FlexServ® Service Options Reconfiguration by Company Personnel, Request for Company to perform reconfiguration activity	\$.00	\$.00	FSSRA
69	ISDN - Business Service (IBS), Interface, Basic Rate DSL Access Arrangement,	\$.00	\$46.75	TARIFF BRACKET

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RATES AND CHARGES

	Business Service, Per DSL - Flat Rate Threshold Pricing Plan (a) ISDN Access (SESS/DMS) (Note 2, 3)			
70	ISDN - Business Service (IBS) Optional Circuit Switched Features for use with non-EKTS or EKTS CPE, Additional Call Appearance, PDN or DN (a) Each (Note 2, 7)	\$0.00	\$1.00	DS1FG
71	ISDN - Business Service (IBS), Interface, Channels Activated, B. Channel (Maximum of 2) (1) Circuit Switched Voice/Data, each (a) Flat Rate Threshold Pricing	\$0.00	\$11.26	LQGFX
72	ISDN - Business Service (IBS), Interface Users, Access to B Channel CSV/CSD, Flat Rate Threshold Pricing Plan (a) Each (Note 2)	\$0.00	\$0.00	LQAFX
73	ISDN - Business Service (IBS) Optional Circuit Switched Features for use with non-EKTS or EKTS CPE, Conference, Drop Hold and Transfer (a) Per user profile (Note 2, 7)	\$0.00	\$2.05	DS1FN
74	ISDN - Business Service (IBS) Optional Circuit Switched Features for use with non-EKTS or EKTS CPE, Call Forwarding Variable - Feature Button (SESS) (a) Voice - Per PDN (Note 2)	\$0.00	\$2.05	GJXCF
75	Shared Non-ISDN DN	\$0.00	\$2.75	DOE
76	Shared Secondary only directory number - additional appearance on a terminal/set	\$0.00	\$2.75	DS1F1
77	ISDN Automatic Intercom Originates Call by Using Only a Feature Button	\$0.00	\$2.05	DS1FD
78	ISDN Group/Dial Intercom Originates a Call by Dialing One or Two Digits	\$0.00	\$2.05	DS1FE
79	Shared Primary DN - First appearance on	\$0.00	\$2.75	DS1F7

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RATES AND CHARGES

each additional terminal, each				
80	ISDN Manual Exclusion-inhibit other stations to bridge into an existing call	\$0.00	\$0.40	DS1FM
81	ISDN Privacy Release-allows other stations to bridge into an existing call	\$0.00	\$0.40	DS1FU
82	Key Short Hunt (DMS100), each	\$0.00	\$0.00	DS1KS
83	Key Set Music on Hold - ISDN EKTS	\$0.00	\$0.00	DS1MH
84	Hunting, each	\$0.00	\$0.00	HTG
85	Hunting/rotary service measured rate	\$0.00	\$0.00	HTGME
86	Circuit switched data call hunting feature, each	\$0.00	\$0.00	HTGSD
87	Visual Message Waiting Indicator per Primary DN (ISDN)	\$0.00	\$0.40	LLAVP
88	X.25 Packet Hunting, each (ISDN)	\$0.00	\$0.00	LLBPF
89	ISDN Secondary Only DN Shared/Non Shared First Appearance Includes Caller ID	\$0.00	\$2.75	LLDSF
90	Call Fwd Variable per User for Voice or Voice/Data Circuit Switched (ISDN)	\$0.00	\$2.05	LLNCV
91	Call Fwd Variable per User for Data Circuit Switched 5ESS Only (ISDN)	\$0.00	\$2.05	LLOCD
92	Call Fwd Variable per Primary DN on Feature Button - Data 5ESS (ISDN)	\$0.00	\$2.05	LLPCD
93	Call Fwd Busy Line per User for Voice or Voice/Data (ISDN)	\$0.00	\$1.55	LLQCV
94	Call Fwd Busy Line per User for Data (ISDN)	\$0.00	\$1.55	LLRCD
95	Call Fwd Don't Answer per User for Voice or Voice/Data	\$0.00	\$1.55	LLSCV
96	Call Fwd Don't Answer per User for Data	\$0.00	\$1.55	LLUCD

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**CONTRACT SERVICE ARRANGEMENT
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RATES AND CHARGES

	(ISDN)			
97	Call Pickup per Group (ISDN)	\$0.00	\$2.75	LLVCG
98	Call Pickup per Member (ISDN)	\$0.00	\$1.00	LLXCM
99	6-Way Conference Drop, Hold, Transfer, per User Profile (ISDN)	\$0.00	\$9.50	LLY6P
100	ISDN, Business Line, Speed Calling	\$0.00	\$2.75	LLZSU
101	Packages, Per DSL, Credit Per DSL, Package EZ1-A Credit	\$0.00	\$8.10	LPE1A
102	Packages, Per DSL, Credit Per DSL, Package EZ2-A Credit	\$0.00	\$9.60	LPE2A
103	ISDN Service, Business Termination Charge, 1-12 Months	\$0.00	\$0.00	LPEB2
104	ISDN Service, Business Termination Charge, 13-23 Months	\$0.00	\$0.00	LPEB3
105	ISDN Service, Business Termination Charge, 24-58 Months	\$0.00	\$0.00	LPEB4
106	Packages, Per DSL, Credit Per DSL, Package EZ1 Credit	\$0.00	\$7.60	LPEO1
107	Packages, Per DSL, Credit Per DSL, Package EZ2 Credit	\$0.00	\$8.10	LPEO2
108	Basic Rate ISDN DSL Arrangement Optional Usage Plan A, Business	\$0.00	\$59.46	LQ1AA
109	Basic Rate ISDN DSL Arrangement Optional Usage Plan A for use with High Speed Packet	\$0.00	\$59.46	LQ1AB
110	Basic Rate ISDN DSL Arrangement Optional Usage Plan A, Business	\$0.00	\$59.46	LQ1AC
111	Basic Rate ISDN DSL Arrangement Optional Usage Plan A for use with High Speed Packet	\$0.00	\$59.46	LQ1AD

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112	Basic Rate ISDN DSL Arrangement Optional Usage Plan B, Business	\$0.00	\$212.46	LQ1BA
113	Basic Rate ISDN DSL Arrangement Optional Usage Plan B for use with High Speed Packet	\$0.00	\$212.46	LQ1BB
114	Basic Rate ISDN DSL Arrangement Optional Usage Plan B, Business	\$0.00	\$212.46	LQ1BC
115	Basic Rate ISDN DSL Arrangement Optional Usage Plan B for use with High Speed Packet	\$0.00	\$212.46	LQ1BD
116	ISDN Access to B Channel Permanent High Speed Packet Unique DN	\$0.00	\$0.00	LQAAX
117	ISDN Access to B Channel Permanent High Speed Packet without Unique DN	\$0.00	\$0.00	LQABX
118	ISDN Access to On-Demand B Channel High Speed Packet Unique DN	\$0.00	\$0.00	LQACX
119	ISDN Access to On-Demand B Channel High Speed Packet without Unique DN	\$0.00	\$0.00	LQAOX
120	ISDN Access to B Channel Voice Flat Rate	\$0.00	\$0.00	LQAVX
121	ISDN Access to D Channel Low Speed Packet Single Service	\$0.00	\$0.00	LQCAX
122	ISDN Access to D Channel Low Speed Packet Unique DN	\$0.00	\$0.00	LQCCX
123	ISDN Access to D Channel Low Speed Packet without Unique DN	\$0.00	\$0.00	LQCOX
124	ISDN Access to D Channel Low Speed Packet for use with Packages Unique DN	\$0.00	\$0.00	LQCPX
125	ISDN B Channel Permanent High Speed Packet	\$0.00	\$102.00	LQGHX
126	ISDN B Channel for use with MultiServ PLUS, Flat Rate Voice/Data, Business	\$0.00	\$9.35	LQGMB

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127	ISDN B Channel On-Demand High Speed Packet	\$.00	\$90.00	LQGOX
128	ISDN B Channel Voice/Data Optional Usage Plan A, Business	\$.00	\$.00	LQLAX
129	ISDN B Channel Voice/Data Optional Usage Plan B, Business	\$.00	\$.00	LQLBX
130	ISDN D Channel Low Speed Packet Single Service, Business	\$.00	\$11.48	LQRDB
131	ISDN D Channel Low Speed Packet with B Channel	\$.00	\$11.48	LQRLB
132	ISDN Threshold Pricing, Basic Rate DSL Access Arrngmnt use with High Speed Packet	\$.00	\$46.75	LQTDB
133	ISDN Threshold Pricing, Basic Rate DSL Access Arrangement, Business	\$.00	\$46.75	LQTEB
134	ISDN Threshold Pricing, Basic Rate DSL Access Arrngmnt use with High Speed Packet	\$.00	\$46.75	LQTHB
135	ISDN Access to B Channel Voice/Data Optional Usage Plan	\$.00	\$.00	LQWAE
136	ISDN Access to B Channel Voice/Data Optional Usage Plan	\$.00	\$.00	LQWAV
137	ISDN Access to B Channel Voice/Data Outward Only Optional Usage Plan	\$.00	\$.00	LQWOE
138	ISDN Access to B Channel Voice Outward Only Optional Usage Plan	\$.00	\$.00	LQWOV
139	ISDN Interoffice Channel per DSL	\$.00	\$97.75	M1GNC
140	ISDN Interoffice Channel per Mile	\$.00	\$0.38	M1GNM
141	ISDN Optional Feature, Conference, Drop, Hold, Transfer	\$.00	\$2.05	M61FW
142	ISDN Optional Feature, Intercom Calling, On Call Appearance	\$.00	\$2.05	TARIFF BELL M61FX

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143	ISDN Optional Feature, Call Forwarding Busy Line, Programmable, Data	\$0.00	\$1.55	M6ADF
144	ISDN Optional Feature, Call Forwarding Busy Line, Programmable	\$0.00	\$1.55	M6AVA
145	ISDN Optional Feature, Call Forwarding Don't Answer, Programmable, Data	\$0.00	\$1.55	M6BDF
146	ISDN Optional Feature, Call Forwarding Don't Answer, Programmable	\$0.00	\$1.55	M6BVA
147	ISDN Optional Feature, Call Forwarding Multiple Simultaneous, Data	\$0.00	\$2.05	M6CD5
148	ISDN Optional Feature, Call Forwarding Multiple Simultaneous, Data	\$0.00	\$2.05	M6CV5
149	ISDN Optional Feature, Automatic Line/Direct Connect per DN	\$0.00	\$0.75	M6GN9
150	ISDN Optional Feature, Call Park/Call Retrieve, Denial of Activation	\$0.00	\$0.75	M6HP6
151	ISDN Optional Feature, Dial Call Waiting	\$0.00	\$0.75	M6JNF
152	ISDN Optional Feature, Selective Call Acceptance	\$0.00	\$2.05	M6K16
153	ISDN Optional Feature, Station Restriction, Denied Origination	\$0.00	\$0.75	M6LOA
154	ISDN Optional Feature, Station Restriction, Denied Termination	\$0.00	\$0.75	M6LTA
155	ISDN Optional Feature, Make Set Busy, Intragroup	\$0.00	\$0.75	M6MGD
156	ISDN Optional Feature, Make Set Busy	\$0.00	\$0.75	M6MPD
157	ISDN Optional Feature, Call Transfer System Exception	\$0.00	\$0.75	M6QTD
158	Message Waiting - Stutter Dialtone	\$0.00	\$0.40	MWW
159	TouchStar Service, Preferred Call	\$0.00	\$2.05	

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Forwarding				
160	Call Selector (*61)	\$0.00	\$2.05	NSK
161	Repeat Dialing (*66)	\$0.00	\$2.75	NSQ
162	Call Return (*69)	\$0.00	\$2.75	NSS
163	Call Tracing (*57)	\$0.00	\$3.25	NST
164	Call Block (*60)	\$0.00	\$2.75	NSY
165	Channels Activated B Channel Flat Rate Circuit Switched Voice/Data	\$0.00	\$11.26	LPRFX
166	ISDN Access to B Channel Voice/Data Optional Usage Plan	\$0.00	\$0.00	LQWAD
167	ISDN Access to B Channel Data Outward Only Optional Usage Plan	\$0.00	\$0.00	LQWOD
168	Individual Line ISDN Business - Low Volume Access/Digital Subscriber Line (DSL)	\$0.00	\$46.75	LTBLB
169	SynchroNet® Service Digital Local Channel, per channel, 56 Kbps, first	\$0.00	\$63.75	1RSD5
170	SynchroNet® Service Digital Local Channel, per channel, 56 Kbps, each additional	\$0.00	\$63.75	1RSD5
171	SynchroNet® Service Digital Local Channel, per channel, 64 Kbps, each additional	\$0.00	\$63.75	1RSD6
172	SynchroNet® Service Digital Local Channel, per channel, 64 Kbps, first	\$0.00	\$63.75	1RSD6
173	SynchroNet® Service Digital Local Channel, per channel, 2.4 Kbps, first	\$0.00	\$46.75	1RSD2
174	SynchroNet® Service Digital Local Channel, per channel, 2.4 Kbps, additional	\$0.00	\$46.75	1RSD2
175	SynchroNet® Service Digital Local Channel, per channel, 4.8 Kbps, first	\$0.00	\$46.75	1RSD4
176	SynchroNet® Service Digital Local	\$0.00	\$46.75	1RSD4

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177	Channel, per channel, 4.8 Kbps, additional SynchroNet® Service Digital Local Channel, per channel, 9.6 Kbps, first	\$0.00	\$46.75	1RSD9
178	SynchroNet® Service Digital Local Channel, per channel, 9.6 Kbps, additional	\$0.00	\$46.75	1RSD9
179	SynchroNet® Service Digital Local Channel, per channel, 19.2 Kbps, first	\$0.00	\$46.75	1RSD3
180	SynchroNet® Service Digital Local Channel, per channel, 19.2 Kbps, additional	\$0.00	\$46.75	1RSD3
181	Node Channel Termination, per local channel, 56 Kbps, first	\$0.00	\$28.00	2UN56
182	Node Channel Termination, per local channel, 56 Kbps, each additional	\$0.00	\$28.00	2UN56
183	Node Channel Termination, per local channel, 64 Kbps, first	\$0.00	\$28.00	2UN64
184	Node Channel Termination, per local channel, 64 Kbps, each additional	\$0.00	\$28.00	2UN64
185	Node Channel Termination, per local channel, 2.4 Kbps, first	\$0.00	\$9.75	2UN24
186	Node Channel Termination, per local channel, 2.4 Kbps, each additional	\$0.00	\$9.75	2UN24
187	Node Channel Termination, per local channel, 4.8 Kbps, first	\$0.00	\$9.75	2UN48
188	Node Channel Termination, per local channel, 4.8 Kbps, each additional	\$0.00	\$9.75	2UN48
189	Node Channel Termination, per local channel, 9.6 Kbps, first	\$0.00	\$9.75	2UN96
190	Node Channel Termination, per local channel, 9.6 Kbps, each additional	\$0.00	\$9.75	2UN96
191	Node Channel Termination, per local channel, 19.2 Kbps, first	\$0.00	\$9.75	2UN19

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192	Node Channel Termination, per local channel, 19.2 Kbps, each additional	\$0.00	\$9.75	2UN19
193	Interoffice Channel, each channel, 0-8 miles, fixed rates, 2.4, 4.8, 9.6 and 19.2 Kbps	\$0.00	\$19.50	3LBAA
194	Interoffice Channel, each channel, 0-8 miles, fixed rates, 56 and 64 Kbps	\$0.00	\$36.00	3LBAA
195	Interoffice Channel, each channel, 0-8 miles, each mile or fraction thereof, 2.4, 4.8 9.6 and 19.2 Kbps	\$0.00	\$1.90	3LBBA
196	Interoffice Channel, each channel, 0-8 miles, each mile or fraction thereof, 56 and 64 Kbps	\$0.00	\$3.80	3LBBA
197	Interoffice Channel, each channel, 9-25 miles fixed rates, 2.4, 4.8, 9.6 and 19.2 Kbps	\$0.00	\$19.50	3LBCA
198	Interoffice Channel, each channel, 9-25 miles fixed rates, 56 and 64 Kbps	\$0.00	\$36.00	3LBCA
199	Interoffice Channel, each channel, 9-25 miles, per mile or fraction thereof, 2.4, 4.8, 9.6 and 19.2 Kbps	\$0.00	\$1.85	3LBDA
200	Interoffice Channel, each channel, 9-25 miles, per mile or fraction thereof, 56 and 64 Kbps	\$0.00	\$3.70	3LBDA
201	Interoffice Channel, each channel, over 25 miles, fixed rates, 2.4, 4.8, 9.6 and 19.2 Kbps	\$0.00	\$19.50	3LBEA
202	Interoffice Channel, each channel, over 25 miles, fixed rates, 56 and 64 Kbps	\$0.00	\$36.00	3LBEA
203	Interoffice Channel, each channel, over 25 miles, each mile or fraction thereof, 2.4, 4.8,	\$0.00	\$1.80	3LBFA

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9.6 and 19.2 Kbps				
204	Interoffice Channel, each channel, over 25 miles, each mile or fraction thereof, 56 and 64 Kbps	\$.00	\$3.60	3LBFA
205	Multipoint Service, per local or interoffice channel bridged, 2.4, 4.8, 9.6 and 19.2 Kbps	\$.00	\$24.00	6BN
206	Multipoint Service, per local or interoffice channel bridged, 56 Kbps	\$.00	\$24.00	6BN
207	Secondary Channel Capability, per local channel each	\$.00	\$14.00	SFS
208	Data Over Voice Channel, per local channel, 9.6 Kbps	\$.00	\$30.00	DDVJE
209	Speed Change Charge, First	\$.00	\$.00	SCH
210	Speed Change Charge, Additional	\$.00	\$.00	SCH

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RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN service, BellSouth® FlexServ® service, and ISDN - Business Service (IBS) as set forth in the General Subscriber Services Tariff (GSST) and SynchroNet Service as set forth in the Private Line Services Tariff (PLST) are in addition to the rates and regulations contained in this CSA with the exception that volume discounts as outlined in the tariff do not apply.
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	\$254.00
ILDIE	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each
ILN1A	\$125.00, each
PR7N1	\$ 2.00, each
PR7N2	\$ 25.00, each
PR7N3	\$ 25.00, each
NRCPB	\$ 60.00, each
NRCPC	\$ 13.00, each
NRCPE	\$225.00, each
NRCPM	\$150.00, each
NRCPT	\$ 8.00, each
PR71C	\$110.00, each
PR71D	\$110.00, each
PR71E	\$110.00, each
PR71U	\$110.00, each
PR7AU	\$100.00, each
PR7BD	\$ 5.00, each
PR7BE	\$ 5.00, each
PR7BF	\$ 5.00, each
PR7BL	\$ 5.00, each
PR7BS	\$ 5.00, each
PR7BT	\$ 5.00, each
PR7BU	\$ 5.00, each
PR7GX	\$100.00, each
PR7GY	\$100.00, each
PR7OF	\$100.00, each
APF19	\$ 75.00, each
APF1A	\$175.00, each
APF2D	\$175.00, each
APF4D	\$175.00, each
APF9A	\$175.00, each
APF9D	\$175.00, each
DSL1A	\$125.00, each
DSL1B	\$125.00, each
DSL3A	\$125.00, each
DSL3B	\$125.00, each

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DSLS2	\$ 5.00, each
DSLS4	\$ 5.00, each
DSLS9	\$ 5.00, each
DSLSA	\$ 35.00, each
DSLSE	\$ 45.00, each
DSLVA	\$ 35.00, each
DSLWE	\$125.00, each
FSSF9	\$ 15.00, each
FSSFA	\$ 3.00, each
FSSFJ	\$ 15.00, each
FSSFM	\$ 20.00, each
FSSFT	\$450.00, each
FSSFU	\$125.00, each
FSSRA	\$ 25.00, each
SECFS	\$100.00, each
DOE	\$ 2.00, each
DSIFI	\$ 2.00, each
DSIFD	\$ 2.00, each
DSIFE	\$ 2.00, each
DSIFG	\$ 2.00, each
DSIFJ	\$ 2.00, each
DSIFM	\$ 2.00, each
DSIFN	\$ 2.00, each
DSIFU	\$ 2.00, each
DSIKS	\$ 2.00, each
DSIMH	\$ 2.00, each
GJXCF	\$ 2.00, each
LLAVP	\$ 2.00, each
LLBPF	\$ 15.00, each
LLDSF	\$ 2.00, each
LLNCV	\$ 2.00, each
LLOCD	\$ 2.00, each
LLPCD	\$ 2.00, each
LLQCV	\$ 2.00, each
LLRCD	\$ 2.00, each
LLSCV	\$ 2.00, each
LLUCD	\$ 2.00, each
LLVCG	\$ 2.00, each
LLXCM	\$ 2.00, each
LLY6P	\$ 2.00, each
LLZSU	\$ 2.00, each
LPEB2	\$300.00, each
LPEB3	\$200.00, each
LPEB4	\$100.00, each
LQ1AA	\$130.00, each
LQ1AB	\$130.00, each
LQ1AC	\$130.00, each
LQ1AD	\$130.00, each
LQ1BA	\$130.00, each
LQ1BB	\$130.00, each
LQ1BC	\$130.00, each
LQ1BD	\$130.00, each
LQAAX	\$ 25.00, each
LQABX	\$ 25.00, each

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LQACX	\$ 25.00, each
LQAFX	\$ 10.00, each
LQAOX	\$ 25.00, each
LQAVX	\$ 10.00, each
LQCAX	\$ 15.00, each
LQCCX	\$ 15.00, each
LQCOX	\$ 15.00, each
LQCPX	\$ 15.00, each
LQTDB	\$130.00, each
LQTEB	\$130.00, each
LQTHB	\$130.00, each
LQTTB	\$130.00, each
LQWAE	\$ 10.00, each
LQWAV	\$ 10.00, each
LQWOE	\$ 10.00, each
LQWOV	\$ 10.00, each
MIGNC	\$240.00, each
M61FX	\$ 2.00, each
M6ADF	\$ 2.00, each
M6AVA	\$ 2.00, each
M6BDF	\$ 2.00, each
M6BVA	\$ 2.00, each
M6CD5	\$ 2.00, each
M6CV5	\$ 2.00, each
M6GN9	\$ 2.00, each
M6HP6	\$ 2.00, each
M6JNF	\$ 1.00, each
M6K16	\$ 1.00, each
M6LOA	\$ 1.00, each
M6LTA	\$ 1.00, each
M6MGD	\$ 1.00, each
M6MPD	\$ 1.00, each
M6QTD	\$ 1.00, each
MWW	\$ 2.00, each
NCE	\$ 2.00, each
NSK	\$ 2.00, each
NSQ	\$ 2.00, each
NSS	\$ 2.00, each
NST	\$ 2.00, each
NSY	\$ 2.00, each
1RSD2, initial	\$340.00, each
1RSD2, additional	\$105.00, each
1RSD3, initial	\$340.00, each
1RSD3, additional	\$105.00, each
1RSD4, initial	\$340.00, each
1RSD4, additional	\$105.00, each
1RSD5, initial	\$340.00, each
1RSD5, additional	\$105.00, each
1RSD6, initial	\$340.00, each
1RSD6, additional	\$105.00, each
1RSD9, initial	\$340.00, each
1RSD9, additional	\$105.00, each
2UN19, initial	\$ 37.00, each
2UN19, additional	\$ 32.00, each

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2UN24, initial	\$ 37.00, each
2UN24, additional	\$ 32.00, each
2UN48, initial	\$ 37.00, each
2UN48, additional	\$ 32.00, each
2UN56, initial	\$ 37.00, each
2UN56, additional	\$ 32.00, each
2UN64, initial	\$ 37.00, each
2UN64, additional	\$ 32.00, each
2UN96, initial	\$ 37.00, each
2UN96, additional	\$ 32.00, each
3LBAA	\$ 76.00, each
3LBCA	\$ 76.00, each
3LBEA	\$ 76.00, each
6BN	\$ 28.00, each
DDVJE	\$702.00, each
SCH, first	\$300.00, each
SCH, additional	\$170.00, each
SFS	\$225.00, each

3. Apply five End User Common Line Charges for each Primary Rate Interface.
4. Other rate elements used in the provision of the service may not have been listed herein but can be found in the appropriate BellSouth tariff.
5. The standard allowance is equal to the number of BellSouth® Primary Rate ISDN Inward Data Interfaces comprising the arrangement.
6. Final Route Arrangements require an ERS Remote Telephone Number (RTN) and an ERS Final Route Telephone Number (FTN). RTNs are not available in 1AESS central offices. RTNs are required for the Single Number Routing Option associated with ERS Dedicated Route Arrangements. RTNs are not required for the Single Number Routing Option associated with ERS Final Route Arrangements but will be provided at the option of the Customer.
7. Additional Call Appearances on PDN or Secondary Only DN - First Appearance will appear on all sets where these numbers appear.
8. Only one type of Conference, Drop, Hold and Transfer is allowed per terminal.

TIER RATES AND CHARGES

USOC	Description	Tier 1	Tier 1
		Non Recurring	Recurring
	<u>ISDN - Business Service</u>		
DOE	SHARED NON-ISDN DN, EA	\$0.00	\$2.75
DS1F1	SHRD S-O DN, 1ST APP, EA	\$0.00	\$2.75
DS1FD	INTERCOM CALL-AUTO/MBR	\$0.00	\$2.05
DS1FE	INTERCOM CALL-DIAL/MBR	\$0.00	\$2.05

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DSIFG	ADDL CALL APP, PDNDN EA	\$0.00	\$1.00
DS1FJ	SHRD PRIM DN 1ST APP, EA	\$0.00	\$2.75
DS1FM	MANUAL EXCLUSION/SHRD DN	\$0.00	\$0.40
DS1FN	CONFERENCE DHT/USER PROF	\$0.00	\$2.05
DS1FU	PRIVACY RELEASE/SHRD DN	\$0.00	\$0.40
DS1KS	KEY SHORT HUNT-EA , EA	\$0.00	\$0.00
DS1MH	SHARED NONISDN DN-EA, EA	\$0.00	\$0.00
GJXCF	CFV-FEAT BUTTON, V/PDN	\$0.00	\$2.05
HTG	MULTI LINE HUNT GROUP - FLAT RATE	\$0.00	\$0.00
HTGME	MULTI LINE HUNT GROUP - MEASURED	\$0.00	\$0.00
HTGSD	MULTI LINE HUNT GROUP PER LINE	\$0.00	\$0.00
LLAVP	VISUAL MSG WTG INDC/PDN	\$0.00	\$0.40
LLBPF	X.25 HUNTING, EACH	\$0.00	\$0.00
LLDSF	SCDRY ONLY DN 1ST APP, @	\$0.00	\$2.75
LLNCV	CALL FWD/V, V RO V-D/USER	\$0.00	\$2.05
LLOCD	CALL FWD/V, DATA/USER	\$0.00	\$2.05
LLPCD	CFV-FEAT BUTTON, D/PDN	\$0.00	\$2.05
LLQCV	CALL FWD/BUSY LN, V/USER	\$0.00	\$1.55
LLRCD	CALL FWD/BUSY LN, D/USER	\$0.00	\$1.55
LLSCV	CALL FWD/D A, VV-D/USER	\$0.00	\$1.55
LLUCD	CALL FWD/D A, DATA/USER	\$0.00	\$1.55
LLVCG	CALL PICKUP/GROUP	\$0.00	\$2.75
LLXCM	CALL PICKUP/MEMBER	\$0.00	\$1.00
LLY6P	6-WAY CONF DHT/USER PROF	\$0.00	\$9.50
LLZSU	SPRED CALLING/USER	\$0.00	\$2.75
LPE1A	EZ1-A CREDIT	\$0.00	(\$8.10)
LPE2A	EZ2-A CREDIT	\$0.00	(\$9.60)
LPEB2	TERMINATION CHARGES FOR 24-59 MOS(1-12 MOS)	\$0.00	\$0.00
LPEB3	TERMINATION CHARGES FOR 24-59 MOS(13-23 MOS)	\$0.00	\$0.00
LPEB4	TERMINATION CHARGES FOR 24-59 MOS(24-58 MOS)	\$0.00	\$0.00
LPEO1	EZ1 CREDIT	\$0.00	(\$7.60)
LPEO2	EZ2 CREDIT	\$0.00	(\$8.10)
LPRFX	CIRCUIT SWITCHED, VOICE/DATA, FLAT	\$0.00	\$13.25
LQ1AA	PLAN A - 5ESS/DMS	\$0.00	\$69.95
LQ1AB	PLAN A - HSP PCT 5ESS/DM	\$0.00	\$69.95
LQ1AC	PLAN A - EWSD	\$0.00	\$69.95
LQ1AD	PLAN A - HSPD EWSD	\$0.00	\$69.95
LQ1BA	PLAN B - 5ESS/DMS	\$0.00	\$249.95
LQ1BB	ISDN ACCESS - HIGH SPEED PACKET	\$0.00	\$249.95
LQ1BC	ISDN ACCESS - EWSD	\$0.00	\$249.95
LQ1BD	ISDN ACCESS - HIGH SPEED PACKET	\$0.00	\$249.95
LQAAX	B CHN PHSP W/UNIQUE DN	\$0.00	\$0.00
LQABX	B CHN PHSP W/O UNIQUE DN	\$0.00	\$0.00
LQACX	B CHN ODHSP W/UNIQUE DN	\$0.00	\$0.00
LQAFX	B CHN CSV/D FLT 5ESS EA	\$0.00	\$0.00
LQAOX	B CHN ODHSP W/O UNQUE DN	\$0.00	\$0.00
LQAVX	B CHN CSV/D FLT EWSD VOC	\$0.00	\$0.00
LQCAX	D CHN LSP SNGL SVC EACH	\$0.00	\$0.00

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LQCCX	D CHN LSP W/UNIQUE DN EA	\$0.00	\$0.00
LQCOX	D CHN LSP W/O UNIQUE DN	\$0.00	\$0.00
LQCPX	D CHN PKGS W/UNIQUE DN	\$0.00	\$0.00
LQGPX	B CHAN,CIR SW VOICE-FLT	\$0.00	\$13.25
LQGHX	B CHAN, PERM HI-SPD PKT	\$0.00	\$110.00
LQGMB	DATA/VOICE W/MULTSV+-FLT	\$0.00	\$9.35
LQGOX	B CHAN, ON-DMD HSP, EA	\$0.00	\$90.00
LQLAX	USAGE OPTION PLAN A	\$0.00	\$0.00
LQLBX	USAGE OPTION PLAN B	\$0.00	\$0.00
LQRDB	D CHAN, LOW-SPD PKT,ONE	\$0.00	\$12.50
LQRLB	D CHAN, LOW SPD PKT,EACH	\$0.00	\$12.00
LQTDB	HI SPD PAC ACC -EWS	\$0.00	\$55.00
LQTEB	ISDN ACCESS-EWS	\$0.00	\$55.00
LQTHB	HI SPD PAC ACC -SESS/DMS	\$0.00	\$55.00
LQTTB	ISDN ACCESS-SESS/DMS	\$0.00	\$55.00
LQWAD	B CHN CSV/D USG OPT EWS	\$0.00	\$0.00
LQWAE	B CHN CSV/D USG OPT SESS	\$0.00	\$0.00
LQWAV	B CHN CSV/D USG OPT EWS	\$0.00	\$0.00
LQWOD	B CHN CSV/D USG OUT EWS	\$0.00	\$0.00
LQWOE	B CHN CSV/D USG OUT SESS	\$0.00	\$0.00
LQWOV	B CHN CSV/D-USG OPT EWS	\$0.00	\$0.00
LTBLB	ISDN ACCESS-SESS/DMS	\$0.00	\$55.00
M1GNC	EACH INCLUDING 1ST MILE	\$0.00	\$105.00
M1GNM	EACH ADDITIONAL MILE	\$0.00	\$0.40
M61FW	CONF/DRP/HLD/TRNS EKTS	\$0.00	\$2.05
M61FX	EKTS INTERCOM CALL	\$0.00	\$2.05
M6ADF	CFBL-PROGRAM-DATA/PDN	\$0.00	\$1.55
M6AVA	CFBL-PROGRAM- V-D/USER	\$0.00	\$1.55
M6BDF	CFDA-PROGRAM-DATA/USER	\$0.00	\$1.55
M6BVA	CFDA-PROGRAM- V-D/USER	\$0.00	\$1.55
M6CD5	CFMS-PROGRAM-DATA/USER	\$0.00	\$2.05
M6CV5	CFMS-PROGRAM- V-D/USER	\$0.00	\$2.05
M6GN9	AUTO LN/DIR CONN/TERM	\$0.00	\$0.75
M6HP6	CALL PRK/CALL RTRN/PDN	\$0.00	\$0.75
M6JNF	DIAL CALL WAITING PER DN	\$0.00	\$0.75
M6K16	SEL CALL ACCPT/USR PROF	\$0.00	\$2.05
M6LOA	STA RESTR-DEN ORG/USR PR	\$0.00	\$0.75
M6LTA	STA RESTR-DEN TRM/USER	\$0.00	\$0.75
M6MGD	MK SET BSY-INTRAGR/PDN	\$0.00	\$0.75
M6MPD	MAKE SET BUSY PER PDN	\$0.00	\$0.75
M6QDT	CT SYS EXCEPTION/PDN	\$0.00	\$0.75
MWW	AUDIBLE MSG WTG INDC/PDN	\$0.00	\$0.40
NCE	PREF CALL FWD/USR PROF	\$0.00	\$2.05
NSK	CALL SELECTOR/USR PROF	\$0.00	\$2.05
NSQ	REPEAT DIAL/USR PROFILE	\$0.00	\$2.75
NSS	CALL RETURN/USR PROFILE	\$0.00	\$2.75
NST	CALL TRACING/USR PROF	\$0.00	\$3.25
NSY	CALL BLOCK/USR PROFILE	\$0.00	\$3.25

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<u>FlexServ®</u>			
APF19	Dial Interface for FlexServ	\$0.00	\$48.00
APF1A	Dedicated Interface (4 wire analog) 1.2 k Access Port	\$0.00	\$31.20
APF2D	Dedicated Interface (4 wire digital) 2.4 k Access Port	\$0.00	\$44.80
APF4D	Dedicated Interface (4 wire digital) 4.8 k Access Port	\$0.00	\$48.80
APF9A	Dedicated Interface (4 wire analog) 9.6 k Access Port	\$0.00	\$58.00
APF9D	Dedicated Interface (4 wire digital) 9.6 k Access Port	\$0.00	\$52.80
DSL1A	DS1 Chl Conn, DS0 Switching, per DS1 Chl	\$0.00	\$88.00
DSL1B	DS1 Chl Conn, DS1 Switching, per DS1 Chl	\$0.00	\$52.00
DSL3A	DS3 Chl Conn, DS0 Switching, per DS3 Chl	\$0.00	\$1,140.00
DSL3B	DS3 Chl Conn, DS1 Switching, per DS3 Chl	\$0.00	\$300.00
DSLS2	Per DS0A 2.4K, requires 20	\$0.00	\$5.60
DSLS4	Per DS0A 4.8K, requires 10	\$0.00	\$5.92
DSLS9	Per DS0A 9.6K, requires 5	\$0.00	\$7.00
DSLSA	Basic FlexServ Svc, DS0 Chl Conn, Digital, per DS0	\$0.00	\$6.80
DSLSE	Subrate Reconfig Capability, per DS0 equipped (DS0B)	\$0.00	\$0.00
DSLVA	Basic FlexServ Svc, DS0 Chl Conn, Voice, per DS0	\$0.00	\$11.92
DSLWE	Flexserv Service, Web Access, per Arrangement	\$0.00	\$20.00
FSSF9	Multipoint Junct Unit per 19.2 k chl conn	\$0.00	\$7.56
FSSFA	Per Addl User Identification Code	\$0.00	\$0.00
FSSFI	Multipoint Junct Unit per 2.4, 4.8, 9.6 or 56 k chl conn	\$0.00	\$3.80
FSSFM	Multipoint Bridging Voice Grade Com, per leg	\$0.00	\$2.88
FSSFT	Addl Cust Trg, per 8 hr day after initial install	\$0.00	\$0.00
FSSFU	Per Addl Concurrent User Access	\$0.00	\$54.40
FSSRA	Reconfig by Company, per Request	\$0.00	\$0.00
SECFS	Dial Access Security Card, each	\$0.00	\$0.00
<u>Primary Rate ISDN</u>			
ILD1E	PRI ISDN Access Line	\$0.00	\$130.00
ILD1P	Access Line Connection to ISDN from Existing Customer Facilities	\$0.00	\$0.00
ILN1A	PRI ISDN Interoffice Channel Fixed Rate	\$0.00	\$65.00
ILN1B	PRI ISDN Interoffice Channel Each airline mile or fraction thereof	\$0.00	\$22.00
NRCPB	Charge for Changes made to Primary Rate ISDN Involving Type 2 Arrangements	\$0.00	\$0.00
NRCPC	Premises visit chrg per primary rate access line or for an inside move per visit	\$0.00	\$0.00
NRCPE	Primary Rate ISDN Extended Reach Non-Recurring Rearrangement Charge	\$0.00	\$0.00
NRCPM	Service Change charge for inside moves each per primary rate access line	\$0.00	\$0.00
NRCPT	Service Change Charge for trans of resp per primary rate access line	\$0.00	\$0.00
FR71C	PRI ISDN Interface Inward Data Option Extended Reach-Dedicated Route	\$0.00	\$375.00
PR71D	PRI ISDN Interface Digital data only Option	\$0.00	\$375.00
PR71E	PRI ISDN Interface Inward Data Option	\$0.00	\$375.00
PR71U	PRI ISDN Interface Inward Data Option Extended Reach-Final Route	\$0.00	\$375.00
PR71V	PRI ISDN Interface Voice/Data (Standard)	\$0.00	\$375.00
PR7AU	PRI ISDN Optional Offerings Extended Reach Dedicated Route Overflow Arrangement	\$0.00	\$50.00
PR7BD	PRI ISDN B-Channel Inward Data Option	\$0.00	\$26.60
PR7BE	PRI ISDN B-Channel Inward Data Option Extended Reach-Dedicated Route	\$0.00	\$26.60
PR7BF	PRI ISDN B-Channel Digital Data Only Option	\$0.00	\$26.60
PR7BL	PRI ISDN B-Channels Inward Data Option Extended Reach-Final Route	\$0.00	\$26.60

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PR7BS	Usage Sensitive PRI ISDN B-Channel Area Calling Svc Voice/Data	\$0.00	\$26.60
PR7BT	PRI ISDN B-Channel Voice/Data (Standard) for use over ATM	\$0.00	\$26.60
PR7BU	Usage Sensitive PRI ISDN B-Channel Area Calling Svc Digital Data Only	\$0.00	\$26.60
PR7BV	PRI ISDN B-Channel Voice/Data (Standard)	\$0.00	\$26.60
PR7CN	PRI ISDN Optional Offering Calling Name Delivery Feature, per PRI Interface	\$0.00	\$75.00
PR7EX	PRI ISDN D-Channel (provisioning only)	\$0.00	\$0.00
PR7GX	Primary Rate ISDN Data Only Routing Feature to Route Overflow Calls Forward	\$0.00	\$27.00
PR7GY	Primary Rate ISDN Next Route Index Feature per Voice and Data Arrangement	\$0.00	\$27.00
PR7L2	PRI ISDN Each Final Phone num requested Inward Extended Reach	\$0.00	\$20.00
PR7N1	PRI ISDN Incoming Call Extension, Maximum of one call per phone number-low use	\$0.00	\$0.27
PR7N2	PRI ISDN Incoming Call Extension, more than one simlt call per phone #-high use	\$0.00	\$9.00
PR7N3	PRI ISDN Incoming Call Extension, additional paths, per additional path	\$0.00	\$7.20
PR7OE	PRI ISDN Extended Reach Dedicated Interoffice Channel (Provisioning only)	\$0.00	\$0.00
PR7OF	BellSouth® Primary Rate ISDN, PRI Overflow Feature for Voice/Data Arrangements,	\$0.00	\$27.00
PR7RM	PRI ISDN Each Remote Phone num requested Inward Extended Reach-Final Route	\$0.00	\$20.00
PR7RN	Redirecting Number Feature for BellSouth Primary Rate ISDN	\$0.00	\$0.00
	PRI ISDN Each Remote Phone num requested Inward Extended Reach-Dedicated		
PR7T1	Route	\$0.00	\$20.00
PR7TF	ICE-SRC, Per telephone number in the same rate center	\$0.00	\$0.00
PR7TF	PRI ISDN Telephone Number Flat Rate per telephone # inward and 2-way	\$0.00	\$0.20
PR7TF	Primary Rate ISDN Telephone Number(s), Inward Only	\$0.00	\$0.20
PR7TL	Usage Sensitive PRI ISDN Telephone Number per number Inward and 2-Way	\$0.00	\$0.20
PR7TM	Usage Sensitive PRI ISDN Telephone # per # Outward only (provisioning only)	\$0.00	\$0.00
PR7TO	PRI ISDN Telephone Number Flat Rate per phone # Outward only (provisioning only)	\$0.00	\$0.00
PR7ZT	PRI ISDN, each Additional Phone Num Requested Inward Only above allowance	\$0.00	\$20.00

SynchroNet®

1RSD2	Digital Local Chl - per DLC on addl ckts	\$0.00	\$49.00
1RSD2	Digital Local Chl - per DLC on initial ckt	\$0.00	\$49.00
1RSD3	Digital Local Chl - per DLC on addl ckts	\$0.00	\$49.00
1RSD3	Digital Local Chl - per DLC on initial ckt	\$0.00	\$49.00
1RSD4	Digital Local Chl - per DLC on addl ckts	\$0.00	\$49.00
1RSD4	Digital Local Chl - per DLC on initial ckt	\$0.00	\$49.00
1RSD5	Digital Local Chl - per DLC on addl ckts	\$0.00	\$65.00
1RSD5	Digital Local Chl - per DLC on initial ckt	\$0.00	\$65.00
1RSD6	Digital Local Chl - per DLC on addl ckts	\$0.00	\$65.00
1RSD6	Digital Local Chl - per DLC on initial ckt	\$0.00	\$65.00
1RSD9	Digital Local Chl - per DLC on addl ckts	\$0.00	\$49.00
1RSD9	Digital Local Chl - per DLC on initial ckt	\$0.00	\$49.00
2UN19	Node Chl Termination - per DLC on addl ckts	\$0.00	\$9.75
2UN19	Node Chl Termination - per DLC on initial ckt	\$0.00	\$9.75
2UN24	Node Chl Termination - per DLC on addl ckts	\$0.00	\$9.75
2UN24	Node Chl Termination - per DLC on initial ckt	\$0.00	\$9.75
2UN48	Node Chl Termination - per DLC on addl ckts	\$0.00	\$9.75
2UN48	Node Chl Termination - per DLC on initial ckt	\$0.00	\$9.75
2UN56	Node Chl Termination - per DLC on addl ckts	\$0.00	\$28.00
2UN56	Node Chl Termination - per DLC on initial ckt	\$0.00	\$28.00
2UN64	Node Chl Termination - per DLC on addl ckts	\$0.00	\$28.00
2UN64	Node Chl Termination - per DLC on initial ckt	\$0.00	\$28.00

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2UN96	Node Chl Termination - per DLC on addl ckts	\$0.00	\$9.75
2UN96	Node Chl Termination - per DLC on initial ckt	\$0.00	\$9.75
3LBAA	Interoffice Chl, 0-8 mi, fixed 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$19.50
3LBAA	Interoffice Chl, 0-8 mi, fixed 56 & 64 k	\$0.00	\$36.00
3LBBA	Each mi or fraction of, 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$1.90
3LBBA	Each mi or fraction of, 56 & 64 k	\$0.00	\$3.80
3LBCA	Interoffice Chl, 9-25 mi, fixed 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$19.50
3LBCA	Interoffice Chl, 9-25 mi, fixed 56 & 64 k	\$0.00	\$36.00
3LBDA	Each mi or fraction of, 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$1.85
3LBDA	Each mi or fraction of, 56 & 64 k	\$0.00	\$3.70
3LBFA	Interoffice Chl, over 25 mi, fixed 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$19.50
3LBFA	Interoffice Chl, over 25 mi, fixed 56 & 64 k	\$0.00	\$36.00
3LBFA	Each mi or fraction of, 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$1.80
3LBFA	Each mi or fraction of, 56 & 64 k	\$0.00	\$3.60
6BN	Bridging, per loc or interofc chl, 2.4, 4.8, 9.6, 19.2 Kbps	\$0.00	\$24.00
6BN	Bridging, per loc or interofc chl, 56 & 64 k	\$0.00	\$24.00
DDVJE	Data over Voice Chl, per local chl, 9.6 k	\$0.00	\$30.00
SCH	Speed Change Charge, addl	\$0.00	\$0.00
SCH	Speed Change Charge, first	\$0.00	\$0.00
SFS	Secondary, Chl Capability, per loc chl, each	\$0.00	\$14.00

	Tier 2	Tier 2
	Non	Recurring
	Recurring	Recurring

ISDN - Business Service

DOE	SHARED NON-ISDN DN, EA	\$0.00	\$2.75
DSIFI	SHRD S-O DN, 1ST APP, EA	\$0.00	\$2.75
DSIFD	INTERCOM CALL-AUTO/MBR	\$0.00	\$2.05
DSIFE	INTERCOM CALL-DIAL/MBR	\$0.00	\$2.05
DSIFG	ADDL CALL APP, PDNDN EA	\$0.00	\$1.00
DSIFJ	SHRD PRIM DN 1ST APP, EA	\$0.00	\$2.75
DSIFM	MANUAL EXCLUSION/SHRD DN	\$0.00	\$0.40
DSIFN	CONFERENCE DHT/USER PROF	\$0.00	\$2.05
DSIFU	PRIVACY RELEASE/SHRD DN	\$0.00	\$0.40
DSIKS	KEY SHORT HUNT-EA, EA	\$0.00	\$0.00
DSIMH	SHARED NONISDN DN-EA, EA	\$0.00	\$0.00
GJXCF	CFV-FEAT BUTTON, V/PDN	\$0.00	\$2.05
HTG	MULTI LINE HUNT GROUP - FLAT RATE	\$0.00	\$0.00
HTGME	MULTI LINE HUNT GROUP - MEASURED	\$0.00	\$0.00
HTGSD	MULTI LINE HUNT GROUP PER LINE	\$0.00	\$0.00
LLAVP	VISUAL MSG WTG INDC/PDN	\$0.00	\$0.40
LLBPF	X.25 HUNTING, EACH	\$0.00	\$0.00
LLDSF	SCDRY ONLY DN 1ST APP, @	\$0.00	\$2.75
LLNCV	CALL FWD/V, V RO V-D/USER	\$0.00	\$2.05
LLOCD	CALL FWD/V, DATA/USER	\$0.00	\$2.05
LLPCD	CFV-FEAT BUTTON, D/PDN	\$0.00	\$2.05
LLQCV	CALL FWD/BUSY LN, V/USER	\$0.00	\$1.55



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Table with columns for service code, description, and rates. Includes items like LLRCD, LLSCV, LLUCD, etc.

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Table with columns for service code, description, and rates. Includes items like LQWOD, LQWOE, LQWOV, LTBLB, etc.

FlexServ®

Table listing FlexServ services such as APF19, APF1A, APF2D, etc., with their respective descriptions and rates.

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DSLWE	Flexserv Service, Web Access, per Arrangement	\$0.00	\$18.75
FSSFP9	Multipoint Junct Unit per 19.2 k chl conn	\$0.00	\$7.09
FSSFA	Per Addl User Identification Code	\$0.00	\$0.00
FSSFJ	Multipoint Junct Unit per 2.4, 4.8, 9.6 or 56 k chl conn	\$0.00	\$3.56
FSSFM	Multipoint Bridging Voice Grade Conn, per leg	\$0.00	\$2.70
FSSFT	Addl Cust Trg, per 8 hr day after initial install	\$0.00	\$0.00
FSSFU	Per Addl Concurrent User Access	\$0.00	\$51.00
FSSRA	Reconfig by Company, per Request	\$0.00	\$0.00
SECF5	Dial Access Security Card, each	\$0.00	\$0.00

Primary Rate ISDN

ILD1E	PRI ISDN Access Line	\$0.00	\$130.00
ILD1F	Access Line Connection to ISDN from Existing Customer Facilities	\$0.00	\$0.00
ILN1A	PRI ISDN Interoffice Channel Fixed Rate	\$0.00	\$65.00
ILN1B	PRI ISDN Interoffice Channel Each airline mile or Fraction thereof	\$0.00	\$22.00
NRCPB	Charge for Changes made to Primary Rate ISDN Involving Type 2 Arrangements	\$0.00	\$0.00
NRCPC	Premises visit chrg per primary rate access line or for an inside move per visit	\$0.00	\$0.00
NRCPE	Primary Rate ISDN Extended Reach Non-Recurring Rearrangement Charge	\$0.00	\$0.00
NRCPM	Service Change charge for inside moves each per primary rate access line	\$0.00	\$0.00
NRCPT	Service Change Charge for trans of resp per primary rate access line	\$0.00	\$0.00
PR71C	PRI ISDN Interface Inward Data Option Extended Reach-Dedicated Route	\$0.00	\$375.00
PR71D	PRI ISDN Interface Digital data only Option	\$0.00	\$375.00
PR71E	PRI ISDN Interface Inward Data Option	\$0.00	\$375.00
PR71U	PRI ISDN Interface Inward Data Option Extended Reach-Final Route	\$0.00	\$375.00
PR71V	PRI ISDN Interface Voice/Data (Standard)	\$0.00	\$375.00
PR7AU	PRI ISDN Optional Offerings Extended Reach Dedicated Route Overflow Arrangement	\$0.00	\$50.00
PR7BD	PRI ISDN B-Channel Inward Data Option	\$0.00	\$18.26
PR7BE	PRI ISDN B-Channel Inward Data Option Extended Reach-Dedicated Route	\$0.00	\$18.26
PR7BF	PRI ISDN B-Channel Digital Data Only Option	\$0.00	\$18.26
PR7BL	PRI ISDN B-Channels Inward Data Option Extended Reach-Final Route	\$0.00	\$18.26
PR7BS	Usage Sensitive PRI ISDN B-Channel Area Calling Svc Voice/Data	\$0.00	\$18.26
PR7BT	PRI ISDN B-Channel Voice/Data (Standard) for use over ATM	\$0.00	\$18.26
PR7BU	Usage Sensitive PRI ISDN B-Channel Area Calling Svc Digital Data Only	\$0.00	\$18.26
PR7BV	PRI ISDN B-Channel Voice/Data (Standard)	\$0.00	\$18.26
PR7CN	PRI ISDN Optional Offering Calling Name Delivery Feature, per PRI Interface	\$0.00	\$75.00
PR7EX	PRI ISDN D-Channel (provisioning only)	\$0.00	\$0.00
PR7GX	Primary Rate ISDN Data Only Routing Feature to Route Overflow Calls Forward	\$0.00	\$27.00
PR7GY	Primary Rate ISDN Next Route Index Feature per Voice and Data Arrangement	\$0.00	\$27.00
PR7L2	PRI ISDN Each Final Phone num requested Inward Extended Reach	\$0.00	\$20.00
PR7N1	PRI ISDN Incoming Call Extension, Maximum of one call per phone number-low use	\$0.00	\$0.27
PR7N2	PRI ISDN Incoming Call Extension, more than one simlt call per phone #-high use	\$0.00	\$9.00
PR7N3	PRI ISDN Incoming Call Extension, additional paths, per additional path	\$0.00	\$7.20
PR7OE	PRI ISDN Extended Reach Dedicated Interoffice Channel (Provisioning only)	\$0.00	\$0.00
PR7OF	BellSouth® Primary Rate ISDN, PRI Overflow Feature for Voice/Data Arrangements,	\$0.00	\$27.00
PR7RM	PRI ISDN Each Remote Phone num requested Inward Extended Reach-Final Route	\$0.00	\$20.00
PR7RN	Redirecting Number Feature for BellSouth Primary Rate ISDN	\$0.00	\$0.00
PR7T1	PRI ISDN Each Remote Phone num requested Inward Extended Reach-Dedicated Route	\$0.00	\$0.00
PR7TF	ICE-SRC, Per telephone number in the same rate center	\$0.00	\$0.00

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CONTRACT SERVICE ARRANGEMENT AGREEMENT

Case Number KY05-A105-01

Option 1 of 1

Table with 4 columns: Code, Description, Price 1, Price 2. Rows include PR7TF, PR7TL, PR7TM, PR7TO, PR7ZT.

SynchroNet®

Table with 4 columns: Code, Description, Price 1, Price 2. Rows include 1RSD2, 2UN19, 3LBAA, 6BN, DDVIB, SCH.

\$0.00 TARIFF BRASS \$0.00

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A105-01

Option 1 of 1

SCH	Speed Change Charge, first	\$0.00	\$0.00
SPS	Secondary, Chl Capability, per loc chl, each	\$0.00	\$14.00

Tier 3 Non Recurring	Tier 3 Recurring
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ISDN - Business Service

DOB	SHARED NON-ISDN DN, EA	\$0.00	\$2.75
DS1F1	SHRD S-O DN, 1ST APP, EA	\$0.00	\$2.75
DS1FD	INTERCOM CALL-AUTO/MBR	\$0.00	\$2.05
DS1FE	INTERCOM CALL-DIAL/MBR	\$0.00	\$2.05
DS1FG	ADDL CALL APP, PDNDN EA	\$0.00	\$1.00
DS1FJ	SHRD PRIM DN 1ST APP, EA	\$0.00	\$2.75
DS1FM	MANUAL EXCLUSION/SHRD DN	\$0.00	\$0.40
DS1FN	CONFERENCE DHT/USER PROF	\$0.00	\$2.05
DS1FU	PRIVACY RELEASE/SHRD DN	\$0.00	\$0.40
DS1KS	KEY SHORT HUNT-EA , EA	\$0.00	\$0.00
DS1MH	SHARED NONISDN DN-EA, EA	\$0.00	\$0.00
GJXCF	CFV-FEAT BUTTON, V/PDN	\$0.00	\$2.05
HTG	MULTI LINE HUNT GROUP - FLAT RATE	\$0.00	\$0.00
HTGME	MULTI LINE HUNT GROUP - MEASURED	\$0.00	\$0.00
HTGSD	MULTI LINE HUNT GROUP PER LINE	\$0.00	\$0.00
LLAVP	VISUAL MSG WTG INDC/PDN	\$0.00	\$0.40
LLBPF	X.25 HUNTING, EACH	\$0.00	\$0.00
LLDSF	SCDRY ONLY DN 1ST APP, @	\$0.00	\$2.75
LLNCV	CALL FWD/V, V RO V-D/USER	\$0.00	\$2.05
LLOCD	CALL FWD/V, DATA/USER	\$0.00	\$2.05
LLPCD	CFV-FEAT BUTTON, D/PDN	\$0.00	\$2.05
LLQCV	CALL FWD/BUSY LN, V/USER	\$0.00	\$1.55
LLRCD	CALL FWD/BUSY LN, D/USER	\$0.00	\$1.55
LLSCV	CALL FWD/D A, V/V-D/USER	\$0.00	\$1.55
LLUCD	CALL FWD/D A, DATA/USER	\$0.00	\$1.55
LLVCG	CALL PICKUP/GROUP	\$0.00	\$2.75
LLXCM	CALL PICKUP/MEMBER	\$0.00	\$1.00
LLY6P	6-WAY CONF DHT/USER PROF	\$0.00	\$9.50
LLZSU	SPBED CALLING/USER	\$0.00	\$2.75
LPE1A	E21-A CREDIT	\$0.00	(\$8.10)
LPE2A	E22-A CREDIT	\$0.00	(\$9.60)
LPEB2	TERMINATION CHARGES FOR 24-59 MOS(1-12 MOS)	\$0.00	\$0.00
LPEB3	TERMINATION CHARGES FOR 24-59 MOS(13-23 MOS)	\$0.00	\$0.00
LPEB4	TERMINATION CHARGES FOR 24-59 MOS(24-58 MOS)	\$0.00	\$0.00
LPEO1	E21 CREDIT	\$0.00	(\$7.60)
LPEO2	E22 CREDIT	\$0.00	(\$8.10)
LPRFX	CIRCUIT SWITCHED, VOICE/DATA, FLAT	\$0.00	\$11.93
LQ1AA	PLAN A - 5ESS/DMS	\$0.00	\$62.96
LQ1AB	PLAN A - HSP PCT 5ESS/DM	\$0.00	\$62.96

~~\$0.00~~ ~~RIFF BR~~ ~~\$62.96~~

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CONTRACT SERVICE ARRANGEMENT AGREEMENT

Case Number KY05-A105-01

Option 1 of 1

LQ1AC	PLAN A - EWSD	\$0.00	\$62.96
LQ1AD	PLAN A - HSPD EWSD	\$0.00	\$62.96
LQ1BA	PLAN B - 5ESS/DMS	\$0.00	\$224.96
LQ1BB	ISDN ACCESS - HIGH SPEED PACKET	\$0.00	\$224.96
LQ1BC	ISDN ACCESS - EWSD	\$0.00	\$224.96
LQ1BD	ISDN ACCESS - HIGH SPEED PACKET	\$0.00	\$224.96
LQAAX	B CHN PHSP W/UNIQUE DN	\$0.00	\$0.00
LQABX	B CHN PHSP W/O UNIQUE DN	\$0.00	\$0.00
LQACX	B CHN ODHSP W/UNIQUE DN	\$0.00	\$0.00
LQAFX	B CHN CSV/D FLT 5ESS BA	\$0.00	\$0.00
LQAOX	B CHN ODHSP W/O UNQUE DN	\$0.00	\$0.00
LQAVX	B CHN CSV/D FLT EWSD VOC	\$0.00	\$0.00
LQCAx	D CHN LSP SNGL SVC EACH	\$0.00	\$0.00
LQCCX	D CHN LSP W/UNIQUE DN EA	\$0.00	\$0.00
LQCOX	D CHN LSP W/O UNIQUE DN	\$0.00	\$0.00
LQCPX	D CHN PKGS W/UNIQUE DN	\$0.00	\$0.00
LQGFx	B CHAN,CIR SW VOICE-FLT	\$0.00	\$11.93
LQGHX	B CHAN, PERM HI-SPD PKT	\$0.00	\$108.00
LQGMB	DATA/VOICE W/MULTSV+-FLT	\$0.00	\$9.35
LQGOX	B CHAN, ON-DMD HSP, EA	\$0.00	\$90.00
LQLAX	USAGE OPTION PLAN A	\$0.00	\$0.00
LQLBX	USAGE OPTION PLAN B	\$0.00	\$0.00
LQRDB	D CHAN, LOW-SPD PKT,ONE	\$0.00	\$12.15
LQRLB	D CHAN, LOW SPD PKT,EACH	\$0.00	\$12.00
LQTDB	HI SPD PAC ACC -EWSD	\$0.00	\$49.50
LQTEB	ISDN ACCESS-EWSD	\$0.00	\$49.50
LQTHB	HI SPD PAC ACC -5ESS/DMS	\$0.00	\$49.50
LQTTB	ISDN ACCESS-5ESS/DMS	\$0.00	\$49.50
LQWAD	B CHN CSV/D USG OPT EWSD	\$0.00	\$0.00
LQWAB	B CHN CSV/D USG OPT 5ESS	\$0.00	\$0.00
LQWAV	B CHN CSV/D USG OPT EWSD	\$0.00	\$0.00
LQWOD	B CHN CSV/D USG OUT EWSD	\$0.00	\$0.00
LQWOE	B CHN CSV/D USG OUT 5ESS	\$0.00	\$0.00
LQWOV	B CHN CSV/D-USG OPT EWSD	\$0.00	\$0.00
LTBLB	ISDN ACCESS-5ESS/DMS	\$0.00	\$49.50
M1GNC	EACH INCLUDING 1ST MILE	\$0.00	\$103.50
M1GNM	EACH ADDITIONAL MILE	\$0.00	\$0.40
M61FW	CONF/DRP/HLD/TRNS BKTS	\$0.00	\$2.05
M61FX	EKTS INTERCOM CALL	\$0.00	\$2.05
M6ADF	CFBL-PROGRAM-DATA/PDN	\$0.00	\$1.55
M6AVA	CFBL-PROGRAM- V-D/USBR	\$0.00	\$1.55
M6BDF	CFDA-PROGRAM-DATA/USER	\$0.00	\$1.55
M6BVA	CFDA-PROGRAM- V-D/USER	\$0.00	\$1.55
M6CD5	CFMS-PROGRAM-DATA/USER	\$0.00	\$2.05
M6CV5	CFMS-PROGRAM- V-D/USER	\$0.00	\$2.05
M6GN9	AUTO LN/DIR CONN/TERM	\$0.00	\$0.75
M6HP6	CALL PRK/CALL RTRN/PDN	\$0.00	\$0.75
M6JNF	DIAL CALL WAITING PER DN	\$0.00	\$0.75

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A105-01

Option 1 of 1

M6K16	SEL CALL ACCT/USR PROF	\$0.00	\$2.05
M6LOA	STA RESTR-DEN ORG/USR PR	\$0.00	\$0.75
M6LTA	STA RESTR-DEN TRM/USER	\$0.00	\$0.75
M6MGD	MK SET BSY-INTRAGRPP/PDN	\$0.00	\$0.75
M6MPD	MAKE SET BUSY PER PDN	\$0.00	\$0.75
M6QDT	CT SYS EXCEPTION/PDN	\$0.00	\$0.75
MWW	AUDIBLE MSG WTG INDC/PDN	\$0.00	\$0.40
NCE	PREF CALL FWD/USER PROF	\$0.00	\$2.05
NSK	CALL SELECTOR/USER PROF	\$0.00	\$2.05
NSQ	REPEAT DIAL/USER PROFILE	\$0.00	\$2.75
NSS	CALL RETURN/USER PROFILE	\$0.00	\$2.75
NST	CALL TRACING/USER PROF	\$0.00	\$3.25
NSY	CALL BLOCK/USER PROFILE	\$0.00	\$2.75

FlexServ®

APF19	Dial Interface for FlexServ	\$0.00	\$40.80
APF1A	Dedicated Interface (4 wire analog) 1.2 k Access Port	\$0.00	\$26.52
APF2D	Dedicated Interface (4 wire digital) 2.4 k Access Port	\$0.00	\$38.08
APF4D	Dedicated Interface (4 wire digital) 4.8 k Access Port	\$0.00	\$41.48
APF9A	Dedicated Interface (4 wire analog) 9.6 k Access Port	\$0.00	\$49.30
APF9D	Dedicated Interface (4 wire digital) 9.6 k Access Port	\$0.00	\$44.88
DSL1A	DS1 Chl Conn, DS0 Switching, per DS1 Chl	\$0.00	\$74.80
DSL1B	DS1 Chl Conn, DS1 Switching, per DS1 Chl	\$0.00	\$44.20
DSL3A	DS3 Chl Conn, DS0 Switching, per DS3 Chl	\$0.00	\$969.00
DSL3B	DS3 Chl Conn, DS1 Switching, per DS3 Chl	\$0.00	\$255.00
DSL52	Per DS0A 2.4K, requires 20	\$0.00	\$4.76
DSL54	Per DS0A 4.8K, requires 10	\$0.00	\$5.03
DSL59	Per DS0A 9.6K, requires 5	\$0.00	\$5.95
DSL5A	Basic FlexServ Svc, DS0 Chl Conn, Digital, per DS0	\$0.00	\$5.78
DSL5B	Subrate Reconfig Capability, per DS0 equipped (DSOB)	\$0.00	\$0.00
DSLVA	Basic FlexServ Svc, DS0 Chl Conn, Voice, per DS0	\$0.00	\$10.13
DSLWE	Flexserv Service, Web Access, per Arrangement	\$0.00	\$17.00
FSSF9	Multipoint Junct Unit per 19.2 k chl conn	\$0.00	\$6.43
FSSFA	Per Addl User Identification Code	\$0.00	\$0.00
FSSFJ	Multipoint Junct Unit per 2.4, 4.8, 9.6 or 56 k chl conn	\$0.00	\$3.23
FSSFM	Multipoint Bridging Voice Grade Conn, per leg	\$0.00	\$2.45
FSSFT	Addl Cust Trg, per 8 hr day after initial install	\$0.00	\$0.00
FSSFU	Per Addl Concurrent User Access	\$0.00	\$46.24
FSSRA	Reconfig by Company, per Request	\$0.00	\$0.00
SECFS	Dial Access Security Card, each	\$0.00	\$0.00

Primary Rate ISDN

ILD1E	PRI ISDN Access Line	\$0.00	\$130.00
ILD1F	Access Line Connection to ISDN from Existing Customer Facilities	\$0.00	\$0.00
ILN1A	PRI ISDN Interoffice Channel Fixed Rate	\$0.00	\$65.00
ILN1B	PRI ISDN Interoffice Channel Each airline mile or Fraction thereof	\$0.00	\$22.00
NRCPB	Charge for Changes made to Primary Rate ISDN Involving Type 2 Arrangements	\$0.00	\$0.00
NRCPC	Premises visit chrg per primary rate access line or for an inside move per visit	\$0.00	\$0.00

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A105-01

Option 1 of 1

NRCPE	Primary Rate ISDN Extended Reach Non-Recurring Rearrangement Charge	\$0.00	\$0.00
NRCPM	Service Change charge for inside moves each per primary rate access line	\$0.00	\$0.00
NRCPT	Service Change Charge for trans of resp per primary rate access line	\$0.00	\$0.00
PR71C	PRI ISDN Interface Inward Data Option Extended Reach-Dedicated Route	\$0.00	\$375.00
PR71D	PRI ISDN Interface Digital data only Option	\$0.00	\$375.00
PR71E	PRI ISDN Interface Inward Data Option	\$0.00	\$375.00
PR71U	PRI ISDN Interface Inward Data Option Extended Reach-Final Route	\$0.00	\$375.00
PR71V	PRI ISDN Interface Voice/Data (Standard)	\$0.00	\$375.00
PR7AU	PRI ISDN Optional Offerings Extended Reach Dedicated Route Overflow Arrangement	\$0.00	\$50.00
PR7BD	PRI ISDN B-Channel Inward Data Option	\$0.00	\$9.90
PR7BE	PRI ISDN B-Channel Inward Data Option Extended Reach-Dedicated Route	\$0.00	\$10.00
PR7BF	PRI ISDN B-Channel Digital Data Only Option	\$0.00	\$9.90
PR7BL	PRI ISDN B-Channels Inward Data Option Extended Reach-Final Route	\$0.00	\$10.00
PR7BS	Usage Sensitive PRI ISDN B-Channel Area Calling Svc Voice/Data	\$0.00	\$9.90
PR7BT	PRI ISDN B-Channel Voice/Data (Standard) for use over ATM	\$0.00	\$9.90
PR7BU	Usage Sensitive PRI ISDN B-Channel Area Calling Svc Digital Data Only	\$0.00	\$9.90
PR7BV	PRI ISDN B-Channel Voice/Data (Standard)	\$0.00	\$9.90
PR7CN	PRI ISDN Optional Offering Calling Name Delivery Feature, per PRI Interface	\$0.00	\$75.00
PR7EX	PRI ISDN D-Channel (provisioning only)	\$0.00	\$0.00
PR7GX	Primary Rate ISDN Data Only Routing Feature to Route Overflow Calls Forward	\$0.00	\$27.00
PR7GY	Primary Rate ISDN Next Route Index Feature per Voice and Data Arrangement	\$0.00	\$27.00
PR7L2	PRI ISDN Each Final Phone num requested Inward Extended Reach	\$0.00	\$20.00
PR7N1	PRI ISDN Incoming Call Extension, Maximum of one call per phone number-low use	\$0.00	\$0.27
PR7N2	PRI ISDN Incoming Call Extension, more than one simlt call per phone #-high use	\$0.00	\$9.00
PR7N3	PRI ISDN Incoming Call Extension, additional paths, per additional path	\$0.00	\$7.20
PR7OE	PRI ISDN Extended Reach Dedicated Interoffice Channel (Provisioning only)	\$0.00	\$0.00
PR7OF	BellSouth® Primary Rate ISDN, PRI Overflow Feature for Voice/Data Arrangements,	\$0.00	\$27.00
PR7RM	PRI ISDN Each Remote Phone num requested Inward Extended Reach-Final Route	\$0.00	\$20.00
PR7RN	Redirecting Number Feature for BellSouth Primary Rate ISDN	\$0.00	\$0.00
	PRI ISDN Each Remote Phone num requested Inward Extended Reach-Dedicated Route	\$0.00	\$20.00
PR7T1	ICE-SRC, Per telephone number in the same rate center	\$0.00	\$0.00
PR7TF	PRI ISDN Telephone Number Flat Rate per telephone # inward and 2-way	\$0.00	\$0.20
PR7TF	Primary Rate ISDN Telephone Number(s), Inward Only	\$0.00	\$0.20
PR7TL	Usage Sensitive PRI ISDN Telephone Number per number Inward and 2-Way	\$0.00	\$0.20
PR7TM	Usage Sensitive PRI ISDN Telephone # per # Outward only (provisioning only)	\$0.00	\$0.00
PR7TO	PRI ISDN Telephone Number Flat Rate per phone # Outward only (provisioning only)	\$0.00	\$0.00
PR7ZT	PRI ISDN, each Additional Phone Num Requested Inward Only above allowance	\$0.00	\$20.00

SynchroNet®

1RSD2	Digital Local Chl - per DLC on addl ckts	\$0.00	\$49.00
1RSD2	Digital Local Chl - per DLC on initial ckt	\$0.00	\$49.00
1RSD3	Digital Local Chl - per DLC on addl ckts	\$0.00	\$49.00
1RSD3	Digital Local Chl - per DLC on initial ckt	\$0.00	\$49.00
1RSD4	Digital Local Chl - per DLC on addl ckts	\$0.00	\$49.00
1RSD4	Digital Local Chl - per DLC on initial ckt	\$0.00	\$49.00
1RSD5	Digital Local Chl - per DLC on addl ckts	\$0.00	\$65.00
1RSD5	Digital Local Chl - per DLC on initial ckt	\$0.00	\$65.00
1RSD6	Digital Local Chl - per DLC on addl ckts	\$0.00	\$65.00

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-A105-01

Option 1 of 1

1RSD6	Digital Local Chl - per DLC on initial ckt	\$0.00	\$65.00
1RSD9	Digital Local Chl - per DLC on addl ckt	\$0.00	\$49.00
1RSD9	Digital Local Chl - per DLC on initial ckt	\$0.00	\$49.00
2UN19	Node Chl Termination - per DLC on addl ckt	\$0.00	\$9.75
2UN19	Node Chl Termination - per DLC on initial ckt	\$0.00	\$9.75
2UN24	Node Chl Termination - per DLC on addl ckt	\$0.00	\$9.75
2UN24	Node Chl Termination - per DLC on initial ckt	\$0.00	\$9.75
2UN48	Node Chl Termination - per DLC on addl ckt	\$0.00	\$9.75
2UN48	Node Chl Termination - per DLC on initial ckt	\$0.00	\$9.75
2UN56	Node Chl Termination - per DLC on addl ckt	\$0.00	\$28.00
2UN56	Node Chl Termination - per DLC on initial ckt	\$0.00	\$28.00
2UN64	Node Chl Termination - per DLC on addl ckt	\$0.00	\$28.00
2UN64	Node Chl Termination - per DLC on initial ckt	\$0.00	\$28.00
2UN96	Node Chl Termination - per DLC on addl ckt	\$0.00	\$9.75
2UN96	Node Chl Termination - per DLC on initial ckt	\$0.00	\$9.75
3LBAA	Interoffice Chl, 0-8 mi, fixed 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$19.50
3LBAA	Interoffice Chl, 0-8 mi, fixed 56 & 64 k	\$0.00	\$36.00
3LBBA	Each mi or fraction of, 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$1.90
3LBBA	Each mi or fraction of, 56 & 64 k	\$0.00	\$3.80
3LBCA	Interoffice Chl, 9-25 mi, fixed 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$19.50
3LBCA	Interoffice Chl, 9-25 mi, fixed 56 & 64 k	\$0.00	\$36.00
3LBDA	Each mi or fraction of, 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$1.85
3LBDA	Each mi or fraction of, 56 & 64 k	\$0.00	\$3.70
3LBEA	Interoffice Chl, over 25 mi, fixed 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$19.50
3LBEA	Interoffice Chl, over 25 mi, fixed 56 & 64 k	\$0.00	\$36.00
3LBFA	Each mi or fraction of, 2.4, 4.8, 9.6 & 19.2 k	\$0.00	\$1.80
3LBFA	Each mi or fraction of, 56 & 64 k	\$0.00	\$3.60
6BN	Bridging, per loc or interofc chl, 2.4, 4.8, 9.6, 19.2 Kbps	\$0.00	\$24.00
6BN	Bridging, per loc or interofc chl, 56 & 64 k	\$0.00	\$24.00
DDVJE	Data over Voice Chl, per local chl, 9.6 k	\$0.00	\$30.00
SCH	Speed Change Charge, addl	\$0.00	\$0.00
SCH	Speed Change Charge, first	\$0.00	\$0.00
SFS	Secondary, Chl Capability, per loc chl, each	\$0.00	\$14.00

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END OF ARRANGEMENT AGREEMENT OPTION 1

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1103-02

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and KENTUCKY BANK ("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 or a service ordered pursuant to 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 cancellation charges in accordance with the cancellation provisions of the tariff.
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

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 8



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1103-02

(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
 9100 Shelbyville, Suite 300
 Louisville, KY 40222

Subscriber
 KENTUCKY BANK
 ATTN HUGH CROMBIE PO BOX 157
 PARIS, KY 40362

- 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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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT** Case Number KY06-1103-02

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

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF THE TARIFF BRANCH
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1103-02
Option 2 of 2

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 intraLATA Frame Relay Service and Broadband Line-Fast Packet Option (FPO) Service.

This Agreement is for a thirty-seven (37) to forty-seven (47) month service period.

This Agreement is for 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 AMC

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1103-02
Option 2 of 2

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:
KENTUCKY BANK

By: *Hugh Crombie*
Authorized Signature

Printed Name: Hugh Crombie

Title: VICE President

Date: 2-8-06

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

By: *[Signature]*
Authorized Signature

Printed Name: Ray Lewis

Title: Sales Manager

Date: 2/8/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1103-02
Option 2 of 2

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 1.36 Mbps, each	\$0.00	\$223.60	FRH15
2	Subrate T3 Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 13 Mbps, each	\$0.00	\$861.25	FRH5M
3	Broadband Line-FPO, 1.36 Mbps, each	\$0.00	\$88.40	FP115
4	Broadband Line-FPO, 44.210 Mbps, each	\$0.00	\$845.00	FP144
5	Broadband Line-FPO Extension, an extension < 20 miles, 1.36 Mbps, each	\$0.00	\$68.25	FPC15
6	Initial Standard DLCI, One per Customer Connection (provisioning only)	\$0.00	\$0.00	XAFD1
7	Frame Relay Service Feature Charge, Data Link Connection Identifier (DLCI), Additional, per Customer Connection	\$0.00	\$1.30	FRVDX
8	Frame Relay Service Feature Charges Priority Voice DLCI Per Customer Connection Each Additional Priority Voice DLCI	\$0.00	\$3.25	FRVPV
9	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 128 thru 256 Kbps	\$0.00	\$18.85	FRVR2
10	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC,	\$0.00	\$60.45	FRVR7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1103-02
Option 2 of 2

RATES AND CHARGES

513 thru 768 Kbps			
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1103-02
Option 2 of 2

RATES AND CHARGES

NOTES:

1. All rules and regulations for Frame Relay Service and Broadband Line-FPO Service from Section A40 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. 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 any of the service is disconnected prior to the expiration of this C.S.A., then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges and a Contract Preparation Charge of (\$342.00) dollars:

Customer Connection at 1.536 Mbps (FRH15)	\$ 550.00, each
Subrate T3 Customer Connection at 15 Mbps (FRH5M)	\$2,000.00, each
Broadband Line at 1.536 Mbps (FP115)	\$ 555.00, each
Broadband Line at 44.210 Mbps (FP144)	\$1,000.00, each
Broadband Line Extension - less than 20 miles at 1.536 Mbps (FPC15)	\$ 145.00, each
Each Additional Standard DLCI (FRVDX)	\$ 27.00, each
Each Additional Priority Voice DLCI (FRVPV)	\$ 40.00, each
3. This Contract Service Arrangement must be converted to tariff service at the end of the contract, or this Agreement must be renegotiated.

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

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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ADDENDUM
AGREEMENT

Case Number KY06-0209-00

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:
Kentucky Information Highway (KIH) 2

By: *Sheri Rose*
Authorized Signature

Printed Name: SHERI ROSE

Title: KIH2 DIRECTOR

Date: 1/12/06

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

By: *J. Marshall*
Authorized Signature

Printed Name: JIM MARSHALL

Title: MR - Ky

Date: 1/12/06

PRIVATE/PROPRIETARY

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**ADDENDUM
AGREEMENT**

Case Number KY06-0209-00
Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
20.			
21. Category B SmartRing FCC Tariff 7 Per CO DS1 on CO DS3 28 DS1 Channel System (Tariff USOC SHNCA)	\$.00	\$9.00	
22. Category B SmartRing FCC Tariff 7 Per CO DS3 Asymmetrical with DS1s (Tariff USOC SHNCT)	\$.00	\$400.00	

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
23. Category B SmartRing FCC Tariff 7 Per CO Flex T1 (Tariff USOC SHNCQ)	\$.00	\$25.00	
24. Category B SmartRing FCC Tariff 7 Per CO 10 Mbps Interface (Tariff USOC SHNCL)	\$.00	\$155.00	
25. Category B SmartRing FCC Tariff 7 Per CO 100 Mbps Interface (Tariff USOC SHNCL)	\$.00	\$190.00	
26. Category B SmartRing FCC Tariff 7 Per CU DS1 (Tariff USOC SHNBB)	\$.00	\$27.00	
27. Category B SmartRing FCC Tariff 7 Per CU DS3 (Tariff USOC SHNZT)	\$.00	\$80.00	
28. Category B SmartRing FCC Tariff 7 Per CU OC-3 2 Fiber (Tariff USOC SHNID)	\$.00	\$150.00	
29. Category B SmartRing FCC Tariff 7 Per CU DS3 with Asymmetrical DS1s (Tariff USOC SHN1T)	\$.00	\$400.00	
30. Category B SmartRing FCC Tariff 7 Per CU Flex DS1 (Tariff USOC SHNIQ)	\$.00	\$27.00	

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ADDENDUM
AGREEMENT

Case Number KY06-0209-00
Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
48.			
49. Category B Synchronous LightGate FCC Tariff 23, Per CU 100 Meg (Tariff USOC 1PQFL)	\$.00	\$201.83	
50. Category B Synchronous LightGate FCC Tariff 23, Per CU Flex DS1 (Tariff USOC 1PQFQ)	\$.00	\$23.69	
51. Category B Synchronous LightGate FCC Tariff 23, Per CU Asymmetrical DS3 (Tariff USOC 1PQFX)	\$.00	\$382.74	
52. Category B Asynchronous LightGate FCC Tariff 23, Per CU DS3 (Tariff USOC 1PQEP)	\$.00	\$76.95	
53. Category B Asynchronous LightGate FCC Tariff 23, Per CU DS1 (Tariff USOC 1PQE2)	\$.00	\$16.53	

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K679-03

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and L. A. WEIGHLOSS ("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 KY05-K679-03

(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
3196 Hwy 280 S., Room 319S
BIRMINGHAM, AL 35243

Subscriber

I. A WEIGHTLOSS
Two Chase Corporate Dr.
Hoover, AL 35244

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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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K679-03

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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Jan-28-2006 09:28pm From-

T-878 P.004/008 F-873

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K679-03
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.

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

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.

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 KCP

PRIVATE/PROPRIETARY

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T-878 P.006/008 F-878

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K679-03
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:
L. A. WRIGHTLOSS

By: *NREL Smart*
Authorized Signature

Printed Name: NREL Smart

Title: PROSPECT

Date: 1-23-06

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

By: *Jim McClender*
Authorized Signature

Printed Name: Jim McClender

Title: Mgr

Date: 1-23-06

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K679-03
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	\$21.00	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Group 5 -Per line (Caller ID feature must be ordered separately.)	\$.00	\$21.00	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 -Per central office per line/trunk equipped	\$.00	\$.00	GCE
6	Custom Calling Services, Business/Business PBX, Individual Features, Call Forwarding Don't Answer -Per central office per line/trunk equipped	\$.00	\$.00	GCJ
7	Custom Calling Services, Business/Business PBX, Individual Features, Remote Access - Call Forwarding Variable -Per central office per line/trunk equipped	\$.00	\$.00	GCZ
8	MemoryCall Transfer Mailbox, Business	\$.00	\$.00	TRMBX
9	Message Waiting Indication, Audio/Visual	\$.00	\$.00	MWWAV
10	MemoryCall Voice Mail Service,	\$.00	\$.00	MBBDF

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K679-03
Option 1 of 1

RATES AND CHARGES

Business, Flat Rate, per Mailbox

PRIVATE/PROPRIETARY
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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K679-03

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 \$348.00 in addition to applicable termination liability charges.

5. This Contract Service Arrangement provides specified credits for Business Lines. The first month of recurring rates shall be waived for Business Lines only.

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 SOUTHERN COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT. 2/20/2006

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1707-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and LOGAN CORP ("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 SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1707-00

(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
LOGAN CORP
1993 KY ROUTE 321
PRESTONSBURG, KY 41653

- 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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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1707-00

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.~~

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1707-00
Option 2 of 3

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: 5/31/2006.

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 service period of thirty-six (36) to forty-eight (48) months.

This Agreement is for 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 NDA

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1707-00
Option 2 of 3

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:
LOGAN CORP

By: Howard D. Adkins, II
Authorized Signature

Printed Name: Howard D. Adkins, II

Title: Information Systems Manager

Date: 1-31-06

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

By: Lena Levendovski
Authorized Signature

Printed Name: Lena Levendovski

Title: SM

Date: 1/31/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1707-00
Option 2 of 3

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	\$0.00	\$130.00	ILD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$0.00	\$8.00	PR7BV
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Features - Per Primary Rate Interface	\$0.00	\$75.00	PR7CN

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-1707-00
Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if 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.
3. The following nonrecurring charges will not apply upon initial installation. However, 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 as identified below in addition to applicable termination liability charges:

PRI Access Line	ILD1E	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$310.00 in addition to applicable termination liability charges.

4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

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

END OF ARRANGEMENT AGREEMENT OPTION 2

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0203-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and MURRAY STATE UNIVERSITY ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber & 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

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0205-00

(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 Rd. Ste 300
Louisville, KY 40222

Subscriber
MURRAY STATE UNIVERSITY
MURRAY STATE UNIV COMPUTING & INFORMTN SYSTEMS MURRAY KY 42071
MURRAY, KY 42071

- 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 KY06-0203-00
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: 5/13/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement (SSA) Agreement provides a dedicated Customized Announcement associated with BellSouth® Primary Rate ISDN service telephone numbers in the Murray, Kentucky DMS100 central office.

This Agreement is month-to-month with a twelve (12) month minimum 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

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0205-00
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: MSU
MURRAY STATE UNIVERSITY

By: James K. DeBoer
Authorized Signature

Printed Name: JAMES K. DEBOER

Title: TELECOMMUNICATIONS MANAGER

Date: 01/26/2006

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

By: Rodney Lewis
Authorized Signature

Printed Name: Rodney Lewis

Title: SALES

Date: 1/27/06

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0203-00
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Central Office Customized Announcement - Per Announcement	\$176.00	\$55.00	
2	Central Office Customized Announcement - Per Number or Range of Numbers	\$7.00	\$0.00	
3	Contract Preparation Charge	\$464.00	\$0.00	WGGVF

PRIVATE/PROPRIETARY

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Page 6 of 7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-K051-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Office Depot, Inc a Delaware corporation ("Customer or Subscriber"), and is entered into and is entered into as of this ____ day of December 2005 pursuant to Tariff Section a5 of the General Subscriber & 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 as of the Effective Date. 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 written notice of any additional tarified services required for the installation of the Service. Subscriber agrees to be responsible for all undisputed rates, charges and conditions for any additional tarified services that are ordered by Subscriber, provided written notice is provided in accordance with this section.
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 without cause 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 without cause 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

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-K051-01

(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 materially 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, or reputable overnight courier, 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
701 Northpoint Pkwy., Ste 400
West Palm Beach, FL 33407

Subscriber

Office Depot, Inc
2200 Germantown Rd
Delray Beach, FL 33444
Attention: Office of the General Counsel

- 10. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party 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. 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, 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. This Agreement is not binding upon either party 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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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-K051-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 4/20/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Business Lines, Trunks, BellSouth® Business Plus® service, and Hunting as part of Basic Local Exchange Service, and/or BellSouth® Primary Rate ISDN - Voice/Data (Standard) service and BellSouth® MegaLink® Channel Service.

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 is for a service period of twelve (12) months.

Customer may maintain the Rates set forth in this twelve (12) month agreement with 90 days written notice for an additional term of six (6) months.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE 2/20/2006
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-K051-01
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:
Office Depot, Inc

By: [Signature]
Authorized Signature

Printed Name: Tim Torrey

Title: SVP, CIO

Date: 1-15-06

By: [Signature]
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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

By: [Signature]
Authorized Signature

Printed Name: Michael F. King

Title: Area Mgr

Date: 1/19/06

Reviewed and approved as to form and legality
by: Office Depot Legal Department

Attorney / Paralegal: [Signature]
Date: 12-22-05

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K065-01
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, All Rate Groups -Per line	\$.00	\$24.00	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, All Rate Groups -Per line (Caller ID feature must be ordered separately.)	\$.00	\$24.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, All Rate Groups -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

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-K051-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Services as set forth in 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. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
3. This CSA and the rates set forth herein apply to Orders for the purchase of Business Lines, Trunks, and/or Business Plus 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.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE 2/20/2006
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-K065-01
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)

4. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of one thousand, nine hundred fifty-four (1,954) flat rate Business Lines throughout the BellSouth region (Minimum Quantity Requirement) within three (3) months of execution of this Agreement and maintaining 75% of this Minimum Quantity Requirement or one thousand, four hundred sixty-five (1,465) flat rate Business Lines 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 all services will revert to the full tariff recurring rates beginning on the first day the Customer drops below the Minimum Quantity Requirement, and termination liability applies, as described in this Agreement, for any flat rate Business Lines that have been disconnected.

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 Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L569-01

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and OWEN ELECTRIC COOP ("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.



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L569-01

(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
OWEN ELECTRIC COOP
8205 HWY 127 N
NEW LIBERTY, KY 41086

- 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 BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 7



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L569-01

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.

Page 3 of 7

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OWEN ELECTRIC

888 484 2688 FAX 502 484 2688 2/20/06 15:36

TARIFF BRANCH
RECEIVED
2/20/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L569-01
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: 4/29/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement (SSA) provides Number Mobility, different Toll Message Rate Center (TMCR) for incoming calls to the Customer's BellSouth® Primary Rate ISDN service located in the New Liberty Central Office and MegaLink® service.

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

The rates in this Contract Service Arrangement Agreement are contingent upon existing Contract Service Arrangement Agreement KY05-F008-00. If the Subscriber fails to maintain the above referenced Agreement, the rates, terms and conditions of this Contract Service Arrangement Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rates.

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 TH

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 4 of 7



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L569-01
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:
OWEN ELECTRIC COOP

By: [Signature]
Authorized Signature

Printed Name: Travis Hunter

Title: Engineering Technician

Date: 1/20/06

*Charles Hill
CEO
1/20/06*

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

By: [Signature]
Authorized Signature

Printed Name: Lena Levendovskii

Title: SM

Date: 1/20/06

PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L569-01
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, Special Translations associated with Number Mobility, different TMRC, One time charge	\$0.00	\$0.00	WHH5C
2	BellSouth® Primary Rate ISDN, Special Translations associated with Number Mobility, different TMRC, Per Block of Telephone Numbers.	\$0.00	\$0.00	WHH5D
3	PRI Telephone Numbers, Number Mobility, different TMRC, Special Translations, Per Telephone Number (replaces PR7TF)	\$0.00	\$0.27	WHH5F
4	Clear channel capability extended superframe format	\$0.00	\$0.00	CCOEF
5	One-Time Charge for Service Establishment	\$0.00	\$0.00	MGLSE
6	Interoffice channel mileage, fixed rate, 9-25 miles	\$0.00	\$65.00	1LNO2
7	Interoffice channel mileage, each airline mile, 9-25 miles	\$0.00	\$12.50	1LNOB

PRIVATE/PROPRIETARY

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Page 6 of 7



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-L569-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer must purchase BellSouth® Primary Rate ISDN service, as well as a BellSouth® MegaLink® service required to transport the incoming traffic between said central offices. These charges are in addition to the rates and charges listed herein.
2. At the end of the service period, the Customer must negotiate a new Agreement, convert to Tariff service (if available) or disconnect the service.
3. Any PRI affected by this service arrangement must be set to all calls billed to one (1) number.
4. Local Calling Area, rules and regulations associated with the exchange service serving the Collierville Central Office CRVLTNMADSO (TO BE CHANGED), applies for all calls originating from the Customer's location served by this office.
5. The following charges reflect a waiver of nonrecurring charges. However, if the service is disconnected prior to the expiration of this Agreement, then Subscriber will pay the full amount of the waived nonrecurring charges as identified below:

Description	Nonrecurring Charge
Special Translations, One time charge	\$259.17
Special Translations, per group of numbers	\$ 32.40 each
Special Translations, per number	\$ 2.00 each
MegaLink® Service Establishment Charge (MGLSE)	\$600.00 each
Interoffice Channel, Fixed Charge (ILNO2)	\$125.00 each
Contract Preparation Charge	\$351.00

6. All applicable rates and regulations for this service as set forth in the Private Line Services Tariff and the General Subscriber Service Tariff are in addition to the rates and regulations contained in this Agreement.

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 7 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-CG17-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Park Federal Credit Union ("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 BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G617-00

(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
2359 Perimeter Pointe Parkway
Charlotte, NC 28208

Subscriber
Park Federal Credit Union
6100 Fern Valley Rd
Louisville, KY 40225

- 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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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G617-00

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 BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G617-00
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: 3/7/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides intrastate intraLATA Channel Interfaces for use with interstate BellSouth® SMARTRing® service.

This Agreement provides for a service period of forty-nine (49) to seventy-two (72) months.

The service period for this Agreement is 61 months.

The service interval must be negotiated.

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 CB

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G617-00
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:
Park Federal Credit Union

By: [Signature]
Authorized Signature

Printed Name: Jeff Christensen

Title: IT Manager

Date: 2-2-06

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

By: [Signature]
Authorized Signature

Printed Name: Shannon Hindman

Title: Associate Sales Mgr

Date: 2/3/2006

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G617-00
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 DS1	\$.00	\$25.00	SHNRB
2	BellSouth® SMARTRing® service Central Office Channel Interface (Per Central Office Node) - Per DS1	\$.00	\$25.00	SHNCB

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-G617-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The interfaces provided under this Agreement require existing interstate BellSouth® SMARTRing® service in Georgia.
2. If any of the services provided under this Agreement are cancelled prior to the beginning of the selected service period, Subscriber will be liable for all capital expenses incurred by Company in provisioning this service, as of the date the order is cancelled by Subscriber.
3. A termination liability charge will be applicable if services provided under this Agreement are disconnected prior to the end of the chosen service period.
 - a. All rules and regulations as stated in Tariff F.C.C. No.1 Section 2.4.8(D)(4) related to disconnects under the Transport Payment Plan (TPP), are applicable for this Agreement should the Customer choose to terminate any portion of this service.
 1. A termination liability charge will not apply to disconnects of Channel Interfaces associated with SMARTRing® service.
4. The following nonrecurring charges will not apply upon initial installation. However, if any service provided under this Agreement is disconnected prior to the expiration of this Agreement, then Subscriber will pay nonrecurring charges as identified below:

SMARTRing® Service

- Customer Channel Interface, per DS1 (SHNBB).....\$165.00 each
- Central Office Channel Interface, per DS1 (SHNCB).....\$120.00 each
- Contract Preparation Charge (WGGVF)\$342.00

5. These rates and charges are in addition to any tariff rates and charges that may apply.
6. 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 SOUTHWESTERN COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-7254-02

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Park Federal Credit Union ("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 BELL SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-7254-02

(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
Park Federal Credit Union
6101 Fern Valley Rd
Louisville, KY 40228

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
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-7254-02

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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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-7254-02
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: 2/21/2006.

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 sixty-one (61) to seventy-two (72) month service period. (Notes 1,2,4)

This Agreement is for 61 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 SR

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-7254-02
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:
Park Federal Credit Union

By: [Signature]
Authorized Signature

Printed Name: JEFF CHRISTENSEN

Title: F.T. MANAGER

Date: 2-2-06

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

By: [Signature]
Authorized Signature

Printed Name: Shannon Hindman

Title: Associate Sales Manager

Date: 2/3/2006

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-7254-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN Access Line Connection to ISDN from Existing Customer Facilities (Provisioning only)	\$.00	\$.00	1LD1F
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$.00	\$340.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$.00	\$5.00	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

PRIVATE/PROPRIETARY

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



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-7254-02
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this CSA with the exception that volume discounts as outlined in the tariff do not apply.
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>
WGGVF	\$289.00
PR71V	\$110.00, each
PR7BV	\$ 5.00, each

3. Apply five End User Common Line Charges for each Primary Rate Interface.
4. Other rate elements used in the provision of the service may not have been listed herein but can be found in the appropriate BellSouth tariff.
5. The above rates and charges are in addition to rates and charges for SMARTRing® service for transport.

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.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT** Case Number KY06-0226-04

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and RAFFERTY'S RESTAURANT & BAR ("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 BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0226-04

(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 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 Rd. S# 300
Louisville, KY 40222

Subscriber
RAFFERTY'S RESTAURANT & BAR
1750 Scottsville Rd
BOWLING GREEN, KY 42102

- 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.



FROM :

FAX NO. :

Feb. 10 2006 10:44AM P4

02/09/2006 14:47

NO. 376 0003

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0226-04

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.

PRIVATE/PROPRIETARY

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Page 3 of 9

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FROM :

FAX NO. :

Feb. 10 2006 10:45AM P5

02/09/2006 14:47

NO. 376 0004

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0226-04
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 cancelling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 6/7/2006.

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.

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

The minimum service period for each Local Exchange Service Business Line installed under this Agreement, or any existing Local Exchange Service Business Line priced under this agreement, equals the contract 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

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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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0226-04
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:
RAFFERTY'S RESTAURANT & BAR

By: [Signature]
Authorized Signature

Printed Name: J. Shawn Estes

Title: Controller

Date: 2/9/06

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

By: [Signature]
Authorized Signature

Printed Name: Jim MARSHALL

Title: MR - King

Date: 2/9/06

PRIVATE/PROPRIETARY

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0226-04
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 Groups 3, 5 -Per line	\$0.00	\$23.00	1FB
2	Flat Rate Main Station Line Service, Business-Caller ID compatible, Rate Groups 3, 5 -Per line (Caller ID feature must be ordered separately.)	\$0.00	\$23.00	1FBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Groups 3, 5 -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB
5	Custom Calling Services, Business/Business PRX, Individual Features, Three-Way Calling with Transfer (Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits)	\$0.00	\$6.50	HSCWT
6	BellSouth® TouchStar® service, Individual Features, Business, Repeat Dialing (denial of per activation)	\$0.00	\$0.00	BRD
7	BellSouth® TouchStar® service, Individual Features, Business, Call Tracing -Per line	\$0.00	\$6.50	NST
8	BellSouth® TouchStar® service, Individual Features, Business,	\$0.00	\$11.00	NXMMN

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



FROM :

FAX NO. :

Feb. 10 2006 10:45AM PB

02/09/2006 14:47

NO. 376 0007

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0226-04
Option 1 of 1

RATES AND CHARGES

Caller ID - Deluxe (without ACR)
-Per line for Multi-Line Hot Group
arrangements

PRIVATE/PROPRIETARY

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BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 7 of 9

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OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0226-04
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 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. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of twenty-four (24) Local Exchange Service Business Lines throughout the State of Kentucky (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 minimum service period for each Local Exchange Service Business Line installed under this Agreement, or any existing Local Exchange Service Business Line priced under this agreement, equals the contract period.

5. The Subscriber's total quantity of Local Exchange Service 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 Local Exchange Service 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 Local Exchange Service Business Line that falls below the Minimum Quantity Requirement, as identified below:

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 \$367.00 in addition to Customer's obligation to pay the Commitment Shortfall for the remainder of the term of this Agreement.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0226-04
Option 1 of 1

6. The rates in this Contract Service Arrangement Agreement are contingent upon Subscriber executing Contract Service Arrangement Agreements GA06-0772-02, KY06-0226-04, NC06-0773-02, SC06-0778-02 and TN06-0771-02. If the Subscriber fails to execute the above referenced Agreements, the rates, terms and conditions of this Contract Service Arrangement Agreement shall be null and void and rates for the services covered by this Agreement shall revert to the tariff rate.

7. This CSA and the rates set forth herein apply to Orders for the purchase of business lines from BST that are reported as regulated services by BST in accordance with the FCC's Part 32 Uniform System of Accounts.

8. This Contract Service Arrangement (CSA) provides for Basic Local Exchange Services and will supersede any existing Key Customer contracts for this same service.

9. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective beginning November 2005.

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.

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C010385 MADE

Regulated Services Agreement NC02-7718-10
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 NC02-7718-10, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and RR Donnelley Technology Services LLC ("Customer") on March 25, 2004.

- A. The term of this agreement is extended by 12 months so that the termination date is February 28, 2007.
- B. The baseline for the new contract year is established as \$751,000.
- C. The reward level is increased to 15%.
- D. Reward eligible services are listed on the attached Appendix 1.
- E. This offer will expire on December 30, 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 BST and Customer.

Customer:

RR Donnelley Technology Services, L.L.C.

By: *Thomas J. Quinlan*

Printed Name: THOMAS J. QUINLAN

Title: ENP OPERATIONS

Date: Dec. 12, 2005

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: *[Signature]*

Printed Name: Diana D. Malone

Title: Sales Mgr.

Date: 12/19/2005

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COMMISSION
OF KENTUCKY

Regulated Services Agreement NC02-7716-10
Amendment

Appendix 1 to Regulated Services Agreement

- 1. Customer: RR Donnelley Technology Services, L.L.C.
- 2. Term: 12 months

Volume and Term Provisions

- A. Annual Revenue Commitment: \$601,000.00
(80.00% of Baseline)
- B. Baseline (First Year): \$751,000.00
- C. Reward Level %
A 15.0%
- D. Growth Percentage 3.00%
- E. Annual Growth Incentive Award: 10.0% (not to exceed \$20,000)
- F. Reward Eligible Services

- A BACK-UP LINE
- A BUS PLUS/BUS CHOICE
- A BUSINESS ISDN
- A CUSTOM CALLING
- A DID
- A DIR. WHITE PAGE SVCS
- A ESSX ISDN
- A EXPND AREA CALLING - BUS
- A FCO & FX SERVICES
- A FLAT RATE BUSINESS
- A FLAT RATE PBX TRUNKS/NARS
- A MEGALINK CHANNEL
- A MESSAGING CNS FEATURES
- A MSG/MEAS RATE BUS
- A MSG/MEAS RATE PBX
- A NARs - ESSX/Digital ESSX Service
- A NARs - Lightgate Service
- A NARs - MegaLink Channel Service
- A NON LIST/NON PUBLISHED SVCS
- A OFF PREM EXT (OPX)
- A OPT CALL PLAN (OCP)
- A PRESTIGE
- A REMOTE CALL FWD
- A RINGMASTER
- A TOUCHSTAR
- A ACCUPULSE
- A ALARM & CONTROL CKT



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-D266-04

This Contract Service Arrangement (CSA) Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company or BST") and SCI Funeral & Cemetery Purchasing Cooperative, Inc. ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement includes 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 to Customer's affiliates, meaning any entity controlling, controlled by or under common ownership with Customer in any degree ("Customer Locations") at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). "Control" means the ability to direct the management of an entity by contract or otherwise or ownership of at least fifty percent (50%) of the voting interests of an entity. 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, the effective date of this Agreement shall be that date that it has been executed by both parties (the "Effective Date")
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. Except as otherwise provided for in this Agreement, if Subscriber cancels this Agreement after it has been executed by Subscriber and Company, but prior to the completed installation of the Service, 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. This provision shall not apply to any services installed before the Effective Date of this Agreement.
6. 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 in Note 7 found in the Attachment.

 (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 responsibilities 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

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 FL05-D266-04

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.

- 7. This Agreement shall be construed in accordance with the laws of the state applicable to the Service provided hereunder.
- 8. 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
301 W. Bay St. Ste 19KK2
Jacksonville, FL 32202

Subscriber

Attention: Mark Dinning, Voice Services Manager
SCI Funeral & Cemetery Purchasing Cooperative, Inc.
1929 Allen Parkway
Houston, TX 77019

- 9. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company, which consent may not be unreasonably withheld and only pursuant to the conditions contained in the appropriate tariff.
- 10. 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.
- 11. Subscriber and Company acknowledges that they have read and understand this Agreement and agree to be bound by its terms and conditions. Subscriber and Company further agree 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.
- 12. 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.
- 13. This Agreement is not binding upon Company or Subscriber 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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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-D266-04
Option 1 of 1

Offer Expiration: This offer shall expire on: 5/31/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) Agreement provides for Business Lines and Hunting as part of Basic Local Exchange Service.

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

This Agreement shall be extended for additional one-year terms, each such term ("Renewal Term"), under the same terms and conditions set forth 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 a Renewal Term.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-D266-04
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:
SCI Funeral & Cemetery Purchasing Cooperative, Inc.

By: Kenneth Russell
Authorized Signature

Printed Name: Kenneth Russell

Title: President

Date: 1/31/06

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

By: Kevin J. O'Neill
Authorized Signature

Printed Name: Kevin J. O'Neill

Title: Sales Manager

Date: 1/31/06

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D474-04
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Flat Rate Main Station Line Service, Business, Rate Group 5 -Per line	\$0.00	\$21.40	IFB
2	Flat Rate Main Station Line Service, Business with Caller ID, Rate Group 5 -Per line	\$0.00	\$21.40	IFBCL
3	Grouping Service, Individual line or trunk, Business Flat Rate, Rate Group 5 -Each individual line or trunk	\$0.00	\$0.00	HTG
4	Touch-Tone Calling Service, Individual and Two-Party Line Service, Business -Per line or PBX trunk	\$0.00	\$0.00	TTB
5	BellSouth® TouchStar® service, Individual Features, Business, Caller ID-Basic -Per line	\$0.00	\$11.00	NSD

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL05-D266-04
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for Basic Local Exchange Service from Section A3 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. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply. Service connections charges are not applied as reflected on the non-recurring charges column of the Rates and Charges attachment provided the Customer meets the requirements of this Agreement.
3. 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'.
4. Subscriber may upgrade to a higher BellSouth technology, with no termination liability with the following limitations and requirements:
 - a) The new service must be at a higher access speed than the existing service access speed.
 - b) The Subscriber must be migrating to another advanced, regulated service provided by BellSouth.
 - c) The quantity of the advanced service access ports must be equivalent to or greater than the existing service access port quantity.
 - d) The new contract created by this technology upgrade must be a.) for a term of twelve (12) months or longer, or b.) must exceed the remaining unexpired term of the existing, to be replaced, services contract.
 - e) There shall be no lapse of time between the incumbent service and the new upgrade technology service. Service shall be consistent and continuous. The location of the upgrade service must be the same as the existing to be replaced service.

Subject to all applicable regulatory requirements, BellSouth agrees to reduce Subscriber's Minimum Quantity Requirement by the number of migrations to a Higher Order of Service.

5. *In the event of a divestiture of 30% of Customer's Locations, being served by BellSouth Services, in the BellSouth region, a business downturn beyond Customer's control, a decision by Customer to close or consolidate Customer's Locations, a network optimization using other BST services (collectively, "Business Change"), any of which reduces the volume of network Regulated Services required by Customer, with the result that Customer is unable to meet its contractual obligations under this Agreement, BST will reduce Customer's volume of network Regulated Services to the extent of any decrease 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 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 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.*

PRIVATE/PROPRIETARY

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CONTRACT SERVICE ARRANGEMENT

AGREEMENT

Case Number FL05-D266-04

Option 1 of 1

6. *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 without penalty to Customer.*

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-D474-04

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)

7. The rates set forth in this Agreement are based upon the Subscriber purchasing from Company a quantity of eight hundred seventy (870) Local Exchange Service Business Lines ("Business Lines") throughout the BellSouth region (Region Wide Minimum Quantity Requirement) within three (3) months of execution of this Agreement and maintaining this Region Wide Minimum Quantity Requirement throughout the Term of this Agreement.

Effective with the execution of this Agreement, Subscriber may add and delete Business Lines without installation charges and termination liability, provided that the Region Wide Minimum Quantity Requirement has been met and is maintained and the Service has been installed for at least six months. A Local Exchange Service Business Line utilized by any Customer Location shall be coterminous with this Agreement provided that the Local Exchange Service Business Line is installed at least six (6) months prior to the termination of this Agreement. In the event a Local Exchange Service Business Line is installed at a time that is less than six (6) months from the termination of this Agreement, that Local Exchange Service Business Line may at the option of Customer, continue to receive services after the termination of this Agreement at the rates set forth in this Agreement for the minimum six month period or Customer may terminate the services and pay an early termination charge equal to the recurring monthly charge for that Business Line, as set forth in this Agreement, for the remainder of the six month period.

The Subscriber's total quantity of Business Lines will be reviewed by the Company and shared with the Customer on the three (3) month anniversary date of the signing of this Agreement and no less than quarterly thereafter to determine if the Region Wide 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 Region Wide 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 Region Wide Minimum Quantity Requirement multiplied by \$21.50. This Commitment Shortfall shall apply for each entire month that the Customer fails to maintain the Region Wide Minimum Quantity Requirement until this Agreement is terminated as set forth herein. In addition, for each Business Line that is cancelled after Subscriber falls below the Region Wide Minimum Quantity Requirement, the Subscriber will be charged all nonrecurring charges that were waived at installation of each Business Line, as identified below:

Line Connection Charge, First Line \$73.00 each

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-D474-04

Option 1 of 1

Attachment 1

Line Connection Charge, Additional Lines

\$22.00 each

The Line Connection Charges set forth above shall only apply to Business Lines connected after the Effective Date of the Agreement. This provision shall not apply to the cancellation of Business Lines that were connected before the Effective Date of this Agreement.

Furthermore, if Customer disconnects all service offered pursuant to this Agreement prior to the expiration of the Initial Term or a Renewal Term, then a one-time "Contract Preparation Charge" in the amount of \$293.00 will be payable by Customer. If the disconnect occurs on the twelve (12) month anniversary of the execution of this Agreement, Customer will pay the Contract Preparation Charge and a one time payment equal to the Region Wide Minimum Quantity of Business Lines required hereunder (870), multiplied by one dollar (\$1.00) and multiplied by twelve. If the disconnect occurs at any other time prior to the expiration of the Initial Term or any Renewal Term Customer will pay the Contract Preparation Charge as well as the Commitment Shortfall as set forth above.

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2006-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Scott-Gross Company Inc ("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 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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Page 1 of 7

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2006-00

(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 Street
 Nashville, TN 37201

Subscriber
 Scott-Gross Company Inc
 321 Venable Rd
 Winchester, KY 40392

- 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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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT Case Number KY06-2006-00**

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 KY06-2006-00
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 cancelling the Agreement. If accepted, billing will be rendered from the installation date.

Offer Expiration: This offer shall expire on: 6/9/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for MegaLink® service.

This Agreement is for thirty-six (36) 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 *LS*

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SCOTTGROSS CO INC

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2006-00
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:
Scott-Gross Company Inc

By: *Paul Scott*
Authorized Signature

Printed Name: Paul Scott

Title: Vice President

Date: 2/14/06

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

By: *Andrew M. Puskas*
Authorized Signature

Printed Name: Andrew M Puskas

Title: Sales Mgr

Date: 2/14/06

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Cnse Number KY06-2006-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u> <u>MGLSE</u>
		\$	\$	
1	MegaLink® Service Establishment Charge, per entire MegaLink®	\$0.00	\$0.00	
2	MegaLink® service, Digital Local Channel, first 1/2 mile	\$0.00	\$60.00	1LDPZ
3	MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$0.00	\$10.00	1LDPA
4	Interoffice Channel, each channel 9-25 miles, fixed component	\$0.00	\$12.50	1LNO2
5	Interoffice Channel, each channel 9-25 miles, each airline mile or fraction thereof	\$0.00	\$12.50	1LNOB
6	Clear channel capability, extended superframe format, at initial installation	\$0.00	\$0.00	CCOEF
7	MegaLink® service, premises visit, per visit	\$0.00	\$0.00	MGLPV

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2006-00
Option 1 of 1

RATES AND CHARGES

NOTES:

All applicable rates and regulations for this service as set forth in the Private Line Services Tariff and the General Subscriber Service Tariff are in addition to the rates and regulations contained in this CSA.

These rates and charges include the rate elements that have been specifically discounted. Other rate elements that are used in the provision of the service may not have been listed but can be found in the appropriate BellSouth tariff.

The following nonrecurring charges 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>
WGGVF-Contract Preparation Charge	\$342.00
MGLSE	\$600.00, each
1LDPZ	\$300.00, each
1LNO2	\$125.00, 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 SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0199-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and SHERWIN WILLIAMS ("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 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0199-00

(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
1025 Lenoxx Park Boulevard 9D-8
Atlanta, GA 30319

Subscriber

SHERWIN WILLIAMS
395 BOGGS LANE
RICHMOND, KY 40475

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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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0199-00

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 BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0199-00
Option 2 of 3

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: 5/5/2006.

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 service period of thirty-six (36) to forty-eight (48) months.

This Agreement is for 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 this 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 BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0199-00
Option 2 of 3

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:
SHERWIN WILLIAMS

By: [Signature]
Authorized Signature

Printed Name: Chuck E. Stover

Title: Director of Operations

Date: 1/23/06

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

By: [Signature]
Authorized Signature

Printed Name: J. Brattlerman

Title: Regional Sales Manager

Date: 1/25/06

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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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0199-00
Option 2 of 3

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	\$0.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	\$0.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	\$0.00	\$8.00	PR7BV
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$0.00	\$75.00	PR7CN

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0199-00
Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if 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.
3. The following nonrecurring charges will not apply upon initial installation. However, 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 as identified below in addition to applicable termination liability charges:

PRI Access Line	ILD1E	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$301.00 in addition to applicable termination liability charges.

4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

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

END OF ARRANGEMENT AGREEMENT OPTION 2

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-H685-02

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and SmoothStone ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement (KY01-E131-00). 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: 3/2/2006.

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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P.2

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ADDENDUM
AGREEMENT

Case Number KY05-H685-02

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:
SmoothStone

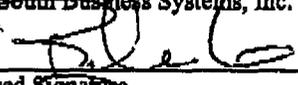
By: 
Authorized Signature

Printed Name: Jeff M. Wellemeyer

Title: CTO

Date: 1/24/06

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

By: 
Authorized Signature

Printed Name: [Handwritten Name]

Title: [Handwritten Title]

Date: 2/2/06

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
OF KENTUCKY

ADDENDUM
AGREEMENT

Case Number KY05-H685-02
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.

Service description:

This Contract Service Arrangement (CSA) provides for MegaLink® service.

This Agreement is for twenty-four (24) 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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03:33PM BELL SOUTH 327 5505 FEB 20 2006



ADDENDUM
AGREEMENT

Case Number KY05-H685-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	MegaLink® Service Establishment Charge, per entire MegaLink®	\$0.00	\$0.00	MGLSE
2	MegaLink® service, Digital Local Channel, first 1/2 mile	\$0.00	\$37.50	1LDPZ
3	MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$0.00	\$20.50	1LDPA
4	Interoffice Channel, each channel 0-8 miles, fixed component	\$0.00	\$32.50	1LNO1
5	Interoffice Channel, each channel 0-8 miles, each airline mile or fraction thereof	\$0.00	\$8.00	1LNOA
6	Interoffice Channel, each channel 9-25 miles, fixed component	\$0.00	\$32.50	1LNO2
7	Interoffice Channel, each channel 9-25 miles, each airline mile or fraction thereof	\$0.00	\$8.00	1LNOB
8	Clear channel capability, extended superframe format, at initial installation	\$0.00	\$0.00	CCOEF
9	MegaLink® service, premises visit, per visit	\$0.00	\$0.00	MGLPV

PRIVATE/PROPRIETARY

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P.S.

2005 FEB 22 3:44 PM BELL SOUTH 327 5520



ADDENDUM
AGREEMENT

Case Number KY05-H685-02

Option 1 of 1

RATES AND CHARGES

NOTES:

All applicable rates and regulations for this service as set forth in the Private Line Services Tariff and the General Subscriber Service Tariff are in addition to the rates and regulations contained in this CSA.

These rates and charges include the rate elements that have been specifically discounted. Other rate elements that are used in the provision of the service may not have been listed but can be found in the appropriate BellSouth tariff.

The following nonrecurring charges 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>
WGGVF-Contract Preparation Charge	\$364.00
MGLSE	\$600.00, each
1LDPZ	\$300.00, each
D1GLC	\$300.00, each
1LNO1	\$100.00, each
1LNO2	\$125.00, 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.

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P.6

03:34PM BELL SOUTH 327 5505



BEL - 03141

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H914-04

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and U.S. Bancorp ("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 as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

(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

PRIVATE/PROPRIETARY

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Page 1 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H914-04

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

U.S. Bancorp
2751 Shepard Road, ATTN: William N. Welch, VP IT Plng & Cntrs Admin EP-MN-BORB
St. Paul, MN 55116

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 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 2 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H914-04
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: 5/10/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) Agreement provides rates and charges for BellSouth® Centrex service for multiple systems. Each system will terminate coterminous with the expiration date of this contract regardless of the installation date of the individual system.

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

- ®BellSouth is a registered trademark of BellSouth Intellectual Property Corporation.
- ®EWSD is a registered trademark of Siemens Aktiengesellschaft
- ®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

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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 OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H914-04
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:
U.S. Bancorp

By: *William N. Welch*
Authorized Signature

Printed Name: William N. Welch

Title: V.P. Tech Plan

Date: 1-17-06

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

By: *List B. Tanjuato*
Authorized Signature

Printed Name: List B. Tanjuato

Title: Sales Director

Date: 1/19/06

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H914-04
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Centrex service, Payment Plan 4, Standard common equipment, each	\$.00	\$85.00	MIACS
2	BellSouth® Centrex service, Payment Plan 4, Common equipment customized by the Company at the subscriber's request, each	\$.00	\$85.00	MIACC
3	BellSouth® Centrex service, Standard Features, per station line, each	\$.00	\$3.95	CENAA
4	BellSouth® Centrex service, Payment Plan 4, Station Links, Flat Rate, each	\$.00	\$8.50	M4LFA
5	Station Links with Caller ID and Message Waiting Lamp Indication Flat Rate	\$.00	\$8.50	M4LFW
6	BellSouth® Centrex service, Payment Plan 4, Station Links for 800 Service Termination, Flat Rate, each	\$.00	\$8.50	M4LFB
7	BellSouth® Centrex service, Payment Plan 4, Station Links Equipped with Caller ID, Flat Rate, each	\$.00	\$8.50	M4LFH
8	BellSouth® Centrex service, Payment Plan 4, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$.00	\$8.50	M4LFM
9	BellSouth® Centrex service, Payment Plan 4, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$.00	\$8.50	M4LFZ
10	BellSouth® Centrex service, Payment Plan 4, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$.00	\$.00	M4LF9
11	BellSouth® Centrex service, Payment Plan 4, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$.00	\$.00	M4LF2

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 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H914-04
Option 1 of 1

RATES AND CHARGES

12	BellSouth® Centrex service, Payment Plan 4, Bridged Links, located on different premises from station link on non-continuous property, each	\$.00	\$8.50	M1FNX
13	BellSouth® Centrex service, Payment Plan 4, Bridged Links, located on different premises from station link on same continuous property, each	\$.00	\$8.50	M1FCX
14	BellSouth® Centrex service, Payment Plan 4, Extended Bridged Links, extended to different premises, different serving wire center, each	\$.00	\$8.50	M1FEX
15	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	\$.00	\$15.05	M9QCX
16	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate	\$.00	\$15.05	M9Q1X
17	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate	\$.00	\$15.05	M9QOX
18	Grouping Service, Business, per NAR made rotary	\$.00	\$3.75	HTG

PRIVATE/PROPRIETARY

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Page 6 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY05-H914-04
Option 1 of 1

RATES AND CHARGES

NOTES:

1. Other rate elements used in the provision of the service may not have been listed herein but can be found in the appropriate BellSouth Tariff.
2. This Agreement is based on a weighted average loop length of 1.78 miles. If the weighted average loop length exceeds 2.78 mile, this Agreement will be subject to review and renegotiation.
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 nonrecurring charges will not apply upon initial installation. However, if the BellSouth® Centrex system is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

Contract Preparation Charge	\$342.00
CENAA - Standard Features	\$ 19.50
MIACS - Standard Common Equipment	\$600.00
M1AAC- Common Equipment customized by Company	\$750.00
Line Connection Charge-First	\$ 73.00
Line Connection Charge-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 BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.



**SPECIAL BILLING ARRANGEMENT
AGREEMENT**

Case Number FL06-0996-00

This Special Billing Arrangement (SBA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and US DEPARTMENT OF JUSTICE (DOJ) ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 & B5 of the General Subscriber & 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 BELL SOUTHERN COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 12

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P.002/015

(FAX) 601 961 2439

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15:19

(NON) 2806-04

**SPECIAL BILLING ARRANGEMENT
AGREEMENT**

Case Number FL06-0996-00

(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 Florida.
- 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
3300 West Esplanade Room 400
Metairie, LA 70002

Subscriber
US DEPARTMENT OF JUSTICE (DOJ)
% DIANE CRAWFORD-800 2635 CENTURY PKWY NE STE 400
ATLANTA, GA 30345

- 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.



STG/003/015

6692 196 100(X)FAX) 601 961 2439

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FEB 20 2006 (MON)

**SPECIAL BILLING ARRANGEMENT
AGREEMENT**

Case Number FL06-0996-00

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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Page 3 of 12

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P.004/015

(FAX)601 961 2439

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15:20

JAN 20 2006 (MON)

**SPECIAL BILLING ARRANGEMENT
AGREEMENT**

Case Number FL06-0996-00
Option 1 of 1

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

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Billing Arrangement (SBA) provides for various Local Exchange Services.

This Agreement is for a service period of twelve (12) months with four (4) one year renewal options.

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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Page 4 of 12



510/500 P.005/015

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15:20 BELLSOUTH BUSINESS FED GOV'T SAL

15:20 (NON) 2006/02/20

**SPECIAL BILLING ARRANGEMENT
AGREEMENT**

Case Number FL06-0996-00
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:
US DEPARTMENT OF JUSTICE (DOJ)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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

By: *[Signature]* _____
Authorized Signature
Printed Name: *CYNTHIA D. ROSS* *Asst Fed Sales*
Title: *MOB CONTRACT Fed Sales*
Date: *2/1/06*

PRIVATE/PROPRIETARY

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Page 5 of 12

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**SPECIAL BILLING ARRANGEMENT
AGREEMENT**

Case Number KY06-1087-00
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Flat Rate Main Station Line Service, Business, Rate Group 5 -Per line	\$.00	\$33.75	IFB

PRIVATE/PROPRIETARY

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Page 7 of 12

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510/800 P.008/015

6639 (FAX) 601 961 2439

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15:20

**SPECIAL BILLING ARRANGEMENT
AGREEMENT**

Case Number FL06-0996-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer is liable for the revenues to the Company for the full term of this Agreement. If the Customer disconnects early, two payment options are available:
 - a. Continue paying the monthly rates for the remainder of the Agreement term, or
 - b. Make a lump sum payment discounted by the current prime interest rate plus two percentage points.
2. 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.
3. BellSouth's price quote identifies the various charges applicable for the provisioning of the proposed services, however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, internet charges, long distance charges, operator assistance call charges (i.e., collect calls, third party calls and call interrupts), and/or other charges identified in BellSouth's applicable tariffs. In accordance with the tariffs, Customer will be billed any such charges incurred, and will be held responsible for payment of such 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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Page 12 of 12

TARIFF BRANCH

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2/20/2006

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OF KENTUCKY

P. 013/015

(FAX) 601 961 2439

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15:21

(MON) 906/08

DEJAN.25.2006 14 5:44PM SENT BY BBS FED ATL SALES

NO. 585-7311 P.3 P.02
1 of 2

2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 12/16/2005	4. REQUISITION/PURCHASE REQ. NO. A3020001197RR	5. PROJECT NO. (if applicable)
6. ISSUED BY Jen Huff PHE 202/527-7721 BATT, Contracts & Simplified Acquisition Branch, 650 Massachusetts Avenue, NW Room 3290 Washington, DC 20226		CODE AT001	7. ADMINISTERED BY (if other than item 6) Acquisition and Property Management Division (202) 827-8620 650 Massachusetts Avenue, NW Washington, DC 20226
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and zip code) BELL SOUTH TELECOM INC. FEDERAL SALES, 2180 LAKE BLVD., 11801 ATLANTA, GA 30319-8006		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE H		FACILITY CODE	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DVA058001125
			10B. DATED (SEE ITEM 12) 05/18/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is awarded as set forth in item 14. The hour and date specified for receipt of offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as awarded, by one of the following methods:
(a) By completing items 8 and 9A, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate telex or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or telex, provided each telegram or telex makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

2085 - 700D - 302000 - 2332 - 55017 - 302020 - D4A - - - OSTCA - - -

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDER'S. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CONDITIONS	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation 0816, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.113(D).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification #4 is here by issued to the above cited purchase order to incorporate that all business lines provided in accordance with SBA #GA05-C070-00 are now an integral part of this agreement. The Special Billing Arrangement Agreement is attached. Also this modification is to add account # 805 246-7000 700 0462. This is a no cost modification. All other terms and conditions will remain the same.

Excludes all provided herein, all terms and conditions of the document referenced in item 8A or 10A, or otherwise changed, unless unchanged and in full form and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James M. Huff
15B. CONTRACTOR/OFFEROR	16B. Under States of America
(Signature of person authorized to sign)	BY <i>[Signature]</i> 12/16/05 (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 12/16/05

NSN 7540-01-482-8070
PREVIOUS EDITION
UNRELEASABLE

STANDARD FORM NO. 646 (REV. 10-60)
Prescribed by GSA FPMR (41 CFR)
101-11.6



P.014/015

6629 196 109 (FAX) 601 2439

BELLSOUTH BUSINESS FED GOV T SAL

15:21

FEB 20 2006 (MON)

DEJAN 25 2006 14 5:44PM

SENT BY BBS FED ATL SALES

NO. 585 P. 4 P. 03

Summary		DJA05B001125/0004	ISD - Bell South, Local Telephone Invoice		2 of 2
Total Funding: \$198,000.00					
FYs	Fund	Budget Org	Sub	Object Class	Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
Division		Closed FYs Canceled Fund			

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	--	----------	---------------	------------	------------

0001	Local Telephone Charges		0.00	lot	90.00	90.00
------	-------------------------	--	------	-----	-------	-------

(07/01/2005 to 06/30/2006)

Change in Extended Description
This is an estimated amount for local services for 12 months. Contractor is to invoice monthly.

This is considered the base year. The Government reserves the right to exercise as many as 4 (Four) additional option years based on the fair market local billing rate. Option years are subject to the availability of funds.

Accounts where funding should be posted for ATF local phone bills on this purchase order are:

- 404-R29-0062 Consolidated
- 404-R28-8022-023
- 502-N28-2215-218
- 785-338-1891-001
- 850-750-0234-002
- 502-328-1630
- 270-443-3870-046
- 886-248-7000 700 0459

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) encourages contractors to invoice electronically. Invoicing electronically saves time, money, and physical storage space for both the Government and the contractor.

Each invoice, whether electronic or manual, must be a proper invoice in accordance with FAR 32.005(e). Contractors able to submit invoices electronically should submit each invoice to <financebranch@atf.gov>. Any questions may be directed to the ATF Finance Office (202) 927-7725.

Raf Req No: 530200001157RX

Previous Total: \$198,000.00
 Modification Total: \$0.00
 Grand Total: \$198,000.00
 (includes discounts)

ATF POC Mike Gorneski
 PHS 202/927-1885 or
 ATF Debbie Walton
 PHS 202/927-3054 or
 POC Lt. DMB
 PHS 703/437-3367



15:21 BELLSOUTH BUSINESS FED GOV T SAL (FAX) 601 961 2439 2/015/015

FAXED TO MIKIE (FEB 8, 2006) AD J

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2207-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and US EQUITY MORTGAGE ("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 OF THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2207-00

(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
US EQUITY MORTGAGE
9400 WILLIAMSBURG PLAZA
LOUISVILLE, KY 40222

- 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 BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2207-00
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: 6/8/2006.

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 forty-nine (49) 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 

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.

TARIFF BRANCH
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2/20/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2207-00
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:
US EQUITY MORTGAGE

By: [Signature]
Authorized Signature

Printed Name: Bill Everslage

Title: CFD

Date: 2/9/06

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

By: [Signature]
Authorized Signature

Printed Name: Lena Levendoski

Title: SM

Date: 2/08/06

PRIVATE/PROPRIETARY

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COMMISSION
OF KENTUCKY

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2207-00
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)	\$0.00	\$120.00	ILD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$0.00	\$340.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$0.00	\$5.00	PR7BV
4	BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$0.00	\$69.00	PR7CN
6	BellSouth® Primary Rate ISDN D-Channel - No Rate (Provisioning USOC)	\$0.00	\$0.00	PR7EX

PRIVATE/PROPRIETARY

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-2207-00
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
1LD1E		\$875.00, each
PR71V		\$110.00, each
PR7BV		\$ 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

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Page 7 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0837-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and WLJC TV ("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.

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0837-00

(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 in KY 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
WLJC TV
219 RADIO STATION LOOP
BEATTYVILLE, KY 41311

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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P. 04

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WLJC

03

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0837-00

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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JAN-20-2006 FRI 02:18 PM BELLSOUTH

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WJJC

04

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0837-00
Option 2 of 3

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: 5/16/2006.

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 service period of thirty-six (36) to forty-eight (48) months.

This Agreement is for 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: [Signature]

PRIVATE/PROPRIETARY

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WLJC

05

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0837-00
Option 2 of 3

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:
WLJC-TV

By: [Signature]
Authorized Signature

Printer Name: JOURNMAN DRANE

Title: GM

Date: 1-19-06

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

By: [Signature]
Authorized Signature

Printer Name: Lena Levendoski

Title: SM

Date: 1/20/06

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

TARIFF BRANCH
RECEIVED
2/20/2006
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COMMISSION
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JAN-20-2006 FRI 02:19 PM BELLSOUTH

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JAN-20-2008 FRI 08:29 AM BELLSOUTH

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WLJC

006

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0837-00
Option 2 of 3

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	\$0.00	\$130.00	1LD1E
2	BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard)	5.00	\$375.00	PR71V
3	BellSouth® Primary Rate ISDN B-Channels, each - Voice/Data (Standard)	1.00	\$8.00	PR7BV
4	Telephone Numbers for Flat Rate BellSouth® Primary Rate ISDN Voice/Data (Standard) - Per telephone number requested inward and 2-way	\$0.00	\$0.20	PR7TF
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature - Per Primary Rate Interface	\$0.00	\$75.00	PR7CN

PRIVATE/PROPRIETARY

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Page 6 of 7



**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number KY06-0837-00
Option 2 of 3

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.
2. A Termination Liability Charge is applicable if 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.
3. The following nonrecurring charges will not apply upon initial installation. However, 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 as identified below in addition to applicable termination liability charges:

PRI Access Line	ILDIE	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$301.00 in addition to applicable termination liability charges.

4. Apply five End User Common Line Charges for each PRI Interface.
5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

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

END OF ARRANGEMENT AGREEMENT OPTION 2

PRIVATE/PROPRIETARY

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

Akzo Nobel Services Inc.

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between Akzo Nobel Services Inc., on behalf of its US Affiliates in the BST service area, ("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 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 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 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.



Regulated Services Agreement GA04-F685-10

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 2 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 \$278,000.00. 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, measured in pre-Reward billed dollars and communicated to Customer on a monthly basis through 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 ninety percent (90.00%) of the Baseline billing for the Contract Year and will be determined by BST and Customer during the Annual True-Up.

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 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 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").

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 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 Business Change occurred. 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 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 = \$4,825.00 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 November 30, 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: Director of Contract Management
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer
Alzo Nobel Services Inc.
525 W. Van Buren Street, 16th Floor
Chicago, IL 60607



Regulated Services Agreement GA04-F685-10

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 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.

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: Akzo Nobel Services Inc.

By: Glenn Belter
(Signature)

By: GLENN BELTER PURCHASING MGR
(Printed Name and Title)

Date: 11-8-05

By: [Signature]
(Signature)

By: PHILIP E RADTKE
(Printed Name and Title)

Date: 11-8-05

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

By: [Signature]
(Signature)

By: AJ FRANKS
(Printed Name and Title)

Date: 11-11-05

REVIEWED / LAW DEPT.
BY: BC

TARIFF BRANCH
RECEIVED
2/9/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Appendix 1 to Regulated Services Agreement

- 1. Customer: Akzo Nobel Inc.
- 2. Term: 2 Years

Volume and Term Provisions

- A. Annual Revenue Commitment: \$278,000.00
(90.00% of Baseline)
- B. Baseline (First Year): \$308,000.00
- C. Reward Level 14.00%
- D. Growth Percentage 5.00%
- E. Annual Growth Incentive Award: 10.00% (not to exceed \$10,000)
- F. Reward Eligible Services
 - Business ISDN
 - Basic Business Service
 - FCO & FX Service
 - LightGate Service NARs
 - PBX / DID Trunks, Except in AL
 - Primary Rate ISDN, Except in GA



BELLSOUTH BUSINESSSM MASTER AGREEMENT

1. **This BellSouth BusinessSM Master Agreement** ("Master Agreement") is made by **BellSouth Business Systems, Inc.** ("BBS") on behalf of the **BellSouth Companies²** ("BellSouth"), and Fidelity National Financial, Inc. ("Customer") and will govern all Orders for Equipment and/or Services, with the exception of Regulated Services which shall be governed by the terms of this Master Agreement and the Regulated Services Attachment. BellSouth and Customer may be referred to herein individually as a "Party" and collectively as the "Parties." Notwithstanding the foregoing or anything to the contrary in the Agreement, Services provided by BellSouth as of the Effective Date of this Agreement that are subject to BellSouth's tariffs filed with the Federal Communications Commission shall be provided pursuant to the FCC Tariffs.

2. **BellSouth Company Obligations** - The Parties agree that each BellSouth Company is responsible only for the provision of those Services and Equipment provided by that BellSouth Company under the terms and conditions specifically identified in this Master Agreement and in the Order or Attachments (and any supplements thereto) applicable to such BellSouth Company, that the duties and responsibilities of each BellSouth Company are several, and that the Order or Attachment under which a BellSouth Company provides Equipment and Services is not affected by the terms and conditions contained in any other Order or Attachment to this Master Agreement.

3. **Term of Agreement** - The term of this Master Agreement commences on the date on which the Master Agreement is executed by BBS on behalf of the BellSouth Companies ("Effective Date"). The term for any Service or product is set forth in the applicable Order or Attachment. If no term is specified in such Order or Attachment, or if such term expires and Services continue beyond the minimum term, Services will be provided on a month-to-month basis at the then prevailing month-to-month rates for Services until either Party gives the other at least thirty (30) days written notice of termination of Services.

4. Definitions -

4.1 "Attachment" - any document attached to this Master Agreement which provides specific terms and conditions applicable only to such Services or Equipment identified in such Attachment, including, specifically, Customized Pricing Arrangements, Service Descriptions, and Orders or Order Attachments for Services. To the extent there is a conflict between the terms and conditions set forth in the Master Agreement and those in an Attachment, the terms and conditions in the Attachment shall prevail.

4.2 "Data Equipment and Data Services" - the Equipment (including without limitation hubs, routers and remote access devices) that provides connectivity for local area data and/or VOIP networks or to implement wide area networking; and the Services (including without limitation the assessment, design, configuration, staging, implementation, project management, monitoring and maintenance of such networks) provided by BCS under this Master Agreement as listed in an Order.

4.3 "Equipment" - all communications and information systems products purchased from or serviced by BCS under an Order, including Data Equipment unless otherwise noted. Equipment also includes Software, as further defined below.

4.4 "Implementation" - (a) for Equipment installed by BellSouth, the date the Equipment has been installed and is operating substantially in accordance with the manufacturer's specifications, or (b) for all other Equipment, upon delivery.

4.5 "Long Distance Services" - services provided by BSLD.

4.6 "Major Failure" - the failure of Equipment that substantially interferes with the normal conduct of Customer's business.

4.7 "Minor Failure" - any failure of Equipment other than a Major Failure.

4.8 "Nonregulated Services" - all services offered by BellSouth under this Master Agreement that are not Equipment or Equipment-related services, Long Distance Services, or Regulated Services.

4.9 "Order" - any request for Equipment and/or Services placed by Customer pursuant to this Master Agreement or an Attachment and accepted by BellSouth.

4.10 "Regulated Services" - regulated telecommunications services provided by BST.

4.9 "Services" - work performed by BellSouth pursuant to this Master Agreement, including but not limited to the following: (a) Warranty and Maintenance Services, (b) Installation Services, (c) Electrical Damage Repair Service, (d) Data Services, (e) various forms of dial-up and/or dedicated Internet protocol routing, (f) terminal server services, (g) Internet access, (h) gateway, (i) network consulting, design, monitoring, management and maintenance, (j) managed equipment services, (k) managed network services, (l) Regulated Services, (m) Long Distance Services, and (n) other communications-related services.

4.10 "Software" - any set of one or more computer programs which is composed of routines, subroutines, concepts, processes, algorithms, formulas, ideas, or know-how severally owned by or licensed to BellSouth and/or any one or more of its suppliers. The term Software shall also include any corrections, patches, updates, or revisions to Software originally provided.

5. Prices and Payment -

5.1 Prices, fees, charges, or rates will be as set forth in the Attachment, Order, Statement of Work, Governing Documents, or in BellSouth Company rate schedules or pricing guides in effect from time to time, copies of which shall be provided to Customer. For Regulated Services, the prices, charges and rates shall be as set forth in the Regulated Services Attachment and all documents attached thereto. Except as provided below, Customer will be invoiced monthly for all Services with the exception of Regulated Services. If Customer is not in default, Customer may request in

¹ BellSouth Business is a service mark of BellSouth Intellectual Property Corporation

² BellSouth Communication Systems, LLC ("BCS"), BellSouth Long Distance, Inc. ("BellSouth Long Distance"), BellSouth MINS, Inc. ("BellSouth Telecommunications, Inc. ("BST")



writing changes to Customer's configurations of Services hereunder at prevailing market rates, which may result in an adjustment to the total price or schedule or other terms of the existing Order, or an application of a reasonable restock charge for any deleted items.

5.2 If any payment due hereunder is not made by the due date, any late payment/interest charges will be computed at one and one-half percent (1 ½%) per month, or the highest amount permitted by law, whichever is less. Late payment charges for Regulated Services will be charged in accordance with the applicable tariff or Contract Service Arrangement ("CSA") and late payment charges for tariffed Long Distance Services will be charged in accordance with the applicable tariff. In the event of a good faith dispute between Customer and BellSouth as to the correctness of items appearing on BellSouth's invoice to Customer, Customer may withhold payment of the disputed items only.

6. **Taxes** – Unless otherwise provided in an Attachment, all charges are exclusive of applicable federal, state or local taxes, and fees. BellSouth may invoice and Customer agrees to pay to BellSouth amounts equal to any taxes resulting from this Master Agreement or any activities hereunder, including any and all sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency, exclusive of taxes on BellSouth's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on Equipment on or after delivery to the installation site.

7. Customer Responsibilities –

7.1 As between Customer and BellSouth, Customer is responsible for (a) assuring that its authorized users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the Services or Equipment through user names, passwords, or other identifiers assigned to Customer pursuant to these terms; (b) providing any equipment and software that may be necessary for the use of the Services by Customer (in addition to any Equipment and Software that may be placed at Customer's location(s) or otherwise provided or used by BellSouth for its provision of the Services); (c) timely payment of all charges for usage of the Services applicable to its account whether or not by authorized users or for authorized purposes; and (d) performing its other obligations under these terms. Customer shall not use the Services or Equipment in any way that would be or would assist any third party to be in violation of any law, these terms, or any Acceptable Use Policy applicable to the Services or Equipment. Customer shall not transmit or publish on or over the Services or Equipment any information, software, or other content that violates or infringes upon the rights of any others or use the facilities and capabilities of the Services or Equipment to conduct any business or activity or solicit the performance of any activity that is prohibited by law. Customer shall comply with all applicable laws, rules, and regulations in connection with the Services and Equipment.

7.2 Customer shall provide, at no cost to BellSouth, and during BellSouth's regular business hours, timely access to Customer locations, appropriate workspace, facilities, information and staff resources, clerical support (e.g. all relevant Customer specific graphics or information), data reproduction services, and other services at Customer's location as are reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of Services or Equipment to Customer. If pre-scheduling is required for BellSouth personnel to perform on-site Services, Customer will inform the BellSouth Project Manager prior to the scheduled performance date. Should any such Customer requirements not be provided promptly, Customer is responsible for any resulting delays, redispach charges, or added costs. The accuracy of Customer-provided information is solely Customer's responsibility. Customer shall provide a safe on-site working environment free of asbestos or hazardous materials or conditions, and all required AC, electrical power and communications receptacles at the locations needed for the Equipment and Services supplied. The installation locations must meet all manufacturer environmental specification requirements. Customer is responsible for providing any special lifts, ladders, borings, or other items required as a result of non-standard Customer site conditions.

8. **Other Services and Software.** The Services may include dedicated or dial-up Internet Protocol connectivity to BellSouth's local Internet networks and to the global Internet, as well as access or connectivity to any of the information sources or services that may be provided by BellSouth or be available from other service providers participating in, connected to or accessible through BellSouth's Services or the global Internet but which are not part of the Services being purchased hereunder. Separate charges may be applicable to some of these additional services and may appear on Customer's bill from BellSouth, or they may be billed to Customer separately by the providers of such services. A third party Global Service Provider (GSP) provides a roaming capability in conjunction with dial-up Bellsouth Business Internet Services that allows users (subject to any applicable roaming surcharge) to dial the local numbers of GSP-provided POPs to reach the BellSouth Business Internet Service while outside of the BellSouth Business Internet service areas. If Customer or its users elect to use such GSP local access (or Customer purchases a service plan which has such GSP local access included in the price), Customer will be charged by the GSP and may see a separate charge for such service on its bill. Such GSP local access service is provided by the GSP on the GSP's terms and conditions and at the prices or surcharges set forth in the applicable Customer's Order. Use by Customer and any individual authorized users of Customer of BellSouth's other services and any browser or other Software provided by BellSouth shall be subject to BellSouth's standard terms and conditions for such services as well as the applicable software license terms that are provided with such Software.

9. Equipment

9.1 Equipment Orders - Customer may place Orders for Equipment and/or Services pursuant to this Master Agreement by: (a) BellSouth order form, (b) telephone order to BellSouth for non-engineered move, add, or change work, or Services, in either case not to exceed ten thousand dollars (\$10,000), (c) Customer purchase order or letter of purchase request; or (d) facsimile or electronic transmission, for the purposes of which Customer agrees that (i) BellSouth and any third-party lender or lessor may rely upon any facsimile copy, electronic data transmission or electronic data storage of the Master Agreement or any Order, and (ii) such facsimile copy, electronic data transmission or electronic data storage will be deemed an original and the best evidence thereof for all purposes, including, without limitation, all evidentiary purposes before any arbitrator, court or other adjudicatory authority. Each Order, if confirmed or accepted by BellSouth, shall constitute a separate purchase and, except for any provisions which are specifically excluded or modified in the Order, each Order shall automatically incorporate all the terms and conditions of this Master Agreement, and any and all standard (such as preprinted or computer generated) terms and conditions on any Customer purchase order forms or



other Customer documents shall be deemed deleted. If Customer desires BellSouth invoices to reference Customer's purchase order or other number for convenience, Customer may include such number in each Order. Each Order shall also include any mutually agreed Statements of Work.

9.2 Unless otherwise stated in the applicable Order, Customer's payment for Equipment and related Equipment Services is invoiced and due as follows: (a) Maintenance Service - monthly in advance, (b) Equipment or other Orders - 20% of the total price with Order, 50% at Equipment delivery and 30% at Implementation, (c) Installation Services - 100% upon the completion of the Installation Services. Expedited Equipment Orders may involve additional charges. If Customer intends to finance an Order by lease or other third party financing and for any reason the third party financing is not finalized or payments are not made to BellSouth, Customer agrees to pay cash per BellSouth's then current standard payment terms.

9.3 Data Equipment components shall be invoiced and payable upon shipment of Equipment by the manufacturer. Data Maintenance and Monitoring Services are invoiced and payable in advance (unless stated otherwise in the Order) beginning at Implementation at Customer's individual site locations. Data Services shall be invoiced and payable upon Implementation per Customer's individual site locations. Other Services will be invoiced monthly for usage of Services unless otherwise provided in the Order. Customer shall pay the amounts agreed to and invoiced by BellSouth by the due date stated on the invoice. The amounts listed in the Order are exclusive of, and Customer shall pay, all related delivery costs. If shipping charges are shown on an Order, they are an estimate only and shipping charges invoiced may vary from the estimate shown on the Order.

9.4 Risk of Loss or Damage for Equipment - All risk of loss or damage shall pass to Customer as to each item of Equipment on the date of delivery to the installation site, except loss or damage caused by BellSouth.

9.5 Security Interest in Equipment - Customer grants BellSouth a purchase money security interest in each item of Equipment. Customer agrees to execute any documents reasonably requested by BellSouth to protect and/or perfect BellSouth's security interest.

9.6 Limited Warranties - (a) BellSouth warrants that at Implementation, and for the duration of the warranty period referred to below, each item of Equipment, except for Data Equipment or as otherwise provided herein or in an Order, will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in Section 9.13 and is used according to standard operating instructions issued by the manufacturer or BellSouth. Unless otherwise stated in the Order, the warranty period for Equipment installed by BellSouth is twelve (12) months from Implementation. CERTAIN MISCELLANEOUS EQUIPMENT IS SOLD "AS IS" AND WILL CARRY NO WARRANTY WHATSOEVER FROM BELL SOUTH. Any warranty service for "As Is" Equipment will be provided directly by the manufacturer of such Equipment. Such Equipment shall be clearly indicated on the applicable Order as Manufacturer's Direct Warranty Service ("MDWS"). BELL SOUTH OFFERS NO MAINTENANCE SERVICE OR WARRANTY FOR THESE PRODUCTS. The warranty period will not be enlarged by BellSouth's repair or replacement thereof.

(b) Data Equipment and Data Services Warranty Disclaimer - BELL SOUTH DOES NOT IMPLY OR EXPRESS ANY BELL SOUTH WARRANTY WHATSOEVER FOR DATA EQUIPMENT OR SERVICES PROVIDED. Customer's sole warranty is from the manufacturer. If Data Maintenance Service is not listed on an Order, any warranty claims that may arise are solely the responsibility of Customer to pursue with the manufacturer.

(c) All warranties extend only to the original purchaser of the Equipment, identified as "Customer," and do not extend to any subsequent purchaser, transferee, user, or assignee of the Equipment, unless prior written consent is obtained from BellSouth for the extension of the warranties to such purchaser, user, or assignee.

9.7 Warranty Service for Equipment - (a) Full Warranty Service ("FWS"): BellSouth agrees to provide, except for Data Equipment or as otherwise set forth herein or in an Order, Warranty Service to keep the Equipment in, or to restore the Equipment to, good working order in compliance with the manufacture specifications. If neither repair nor replacement are reasonably available to BellSouth, then BellSouth may elect instead to return the price paid to BellSouth for the purchased Equipment, or the one time fee paid for the licensed Software which is in either case defective, as then depreciated based on Customer's depreciation schedule used for federal income tax reporting purposes. Warranty Service includes preventive maintenance based upon the specific needs of individual items of Equipment and unscheduled, on-call remedial maintenance during warranty coverage. Replacement or additional parts and Equipment may be either new or reconditioned and equivalent to new in performance. The replaced items become the property of BellSouth.

(b) Response Times for Full Warranty Service: BellSouth will use reasonable efforts to respond to Customer's request for Warranty Service for a Major Failure within two (2) hours, twenty-four (24) hours a day, seven (7) days a week, from the time BellSouth first receives Customer's request. With respect to a Minor Failure, BellSouth will use reasonable efforts to respond to Customer's request for Warranty Service during BellSouth's regular working hours, Monday through Friday, excluding holidays observed by BellSouth, within eight (8) business hours from the time BellSouth first receives the Customer's request.

(c) Depot Warranty Service ("DWS"): BellSouth will replace defective Equipment on an exchange basis. Customer agrees to return defective Equipment to BellSouth for depot service within three (3) days after receipt of replacement Equipment from BellSouth. If BellSouth has not received such defective Equipment within ten (10) days, Customer agrees to pay for the replacement items.

9.8 Installation of Equipment - (a) If ordered by Customer and agreed by BellSouth, BellSouth will provide Installation Services to install the Equipment. Customer agrees to provide, in a timely manner, Customer design information and a suitable installation environment as stated in any applicable BellSouth installation manual, or as otherwise specified by the manufacturer or BellSouth. BellSouth will make reasonable efforts to meet the date for installation set forth on the Order, and will notify Customer as soon as practicable of any delay. Customer agrees to notify BellSouth as soon as practicable if Customer requires postponement of any installation. If Customer or Equipment specifications require non-standard wiring or other work, Customer will incur additional installation charges. Each item of Equipment



purchased under this Master Agreement will be installed as specified by BellSouth and the Equipment manufacturer. If the Equipment is not to be installed by BellSouth, Customer warrants that all Equipment is to be installed by Customer's manufacturer certified employees at its premises and is not for resale.

(b) If the Implementation of any Order is delayed, by no fault of BellSouth, for one hundred eighty (180) days or more from the acceptance of the Order by BellSouth or ninety (90) days from the original agreed Implementation date, BellSouth will have the following options: (i) revise the price to reflect then current BellSouth pricing, (ii) require payment for Equipment delivered and Services performed to that time, or (iii) cancel the Order and collect reasonable termination charges (manufacturer's restocking charges and other out of pocket costs, non-recoverable materials and labor expended, plus lost margin).

9.9 Maintenance Service for Equipment – (a) If ordered by Customer and agreed by BellSouth, Maintenance Service coverage for Data Equipment commences at Implementation and Maintenance Service for voice Equipment commences on expiration of warranty. The coverage hours for Maintenance Service will be as listed in Section 9.7(b) above, or as agreed in the Order. Unless included in the Order, Customer will provide an analog modem at each site for remote diagnostics and/or repair and a dedicated analog telephone line within fifteen feet of the Equipment. Maintenance may be provided via repair, replacement, or upgrade of defective Equipment at BellSouth's option. If on-site manufacturer service is required, it will be provided at BellSouth's then current commercial rates. For all Equipment to be maintained by BellSouth, Customer represents it has paid the appropriate manufacturer license fee, and will reimburse BellSouth for any unpaid license fee if payment is demanded by the manufacturer. If any Equipment is placed in end of life ("EOL") status by the manufacturer, BellSouth will make commercially reasonable efforts to maintain that Equipment during the then current term of Maintenance Service, but will no longer be required to supply full product support for EOL items.

(b) Except for Data Equipment Maintenance Service or as specified in the Order, the terms and conditions of Sections 9.7(a) and 9.7(b) shall apply to Full Maintenance Service ("FMS"), and those of 9.7(c) for Depot Maintenance Service ("DMS"). If equipment is not under BellSouth Warranty or Maintenance Service at the time Maintenance Service is ordered hereunder, or if additional items are added by Customer or a third party, BellSouth will inspect the equipment and perform any necessary repairs at BellSouth's then current rates for mileage, labor, and materials.

(c) Maintenance Service charges will be set forth in the applicable Order. Unless otherwise set forth in the Order, the Total Maintenance Charge is an annual charge payable in monthly installments. If at any time additional Equipment is added to the original Equipment, a new pro-rated charge, computed at BellSouth's then current rates, will be added to the Total Maintenance Charge to reflect the additional Equipment being serviced. For multi-year Orders, the rates used to calculate the Maintenance Service Charge may be increased annually during the Term of Maintenance Service by a percentage no greater than the percentage increase in the Consumer Price Index over the previous year. BellSouth may adjust the monthly maintenance charge if the Equipment is moved to a different location. Customer's payment is due upon receipt of BellSouth's invoice(s).

(d) For key system maintenance only, there is a minimum charge for seven stations at the agreed rate, even if the key system in question contains fewer than seven stations.

9.10 Term of Maintenance Service for Equipment - (a) The term of the Maintenance Service, if Ordered, shall begin on either (i) the day following the last day of the warranty period for the applicable Order, or (ii) for Equipment not covered by Warranty or Maintenance Service at the time Maintenance Service is Ordered, the day following the completion of the necessary repairs as described in Section 9.9(b) above.

(b) THE INITIAL TERM FOR MAINTENANCE SERVICE SHALL BE ONE (1) YEAR UNLESS OTHERWISE STATED ON THE ORDER. THE INITIAL TERM SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TERMS OF ONE (1) YEAR EACH AT BELLSOUTH'S THEN CURRENT RATES. EITHER PARTY MAY ELECT NOT TO RENEW MAINTENANCE SERVICE BY GIVING THE OTHER PARTY WRITTEN NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM.

9.11 Additional Equipment Services – (a) Equipment Drop Ship – For drop ship Orders, BellSouth will ship Equipment to the Customer's specified and agreed location(s). BellSouth provides no assessment, systems design, staging, implementation, installation or project management for drop ship Equipment.

(b) Assessment – If Assessment is listed in an Order, BellSouth will work with Customer's representative(s) in evaluating Customer requirements for Equipment and Services, and render an evaluation report, delineating those requirements.

(c) Systems Design – If Systems Design is listed in an Order, BellSouth will work with local exchange and interexchange carriers chosen by Customer in designing the necessary customer premise equipment elements (the "System Design") to provide communications between the locations specified by Customer.

(d) Configuration, Staging and Implementation – If Configuration, Staging and Implementation are listed in an Order BellSouth will assemble, configure and test the Equipment. BellSouth's technical staff adheres to the original equipment manufacturer's (OEM) recommendations for configuration and installation. The Equipment will be delivered to the specified Customer location(s) and installed. BellSouth will also test each system, according to procedures/methods listed in the Order. BellSouth will provide to Customer the written results of all testing conducted by BellSouth. Upon successful completion of testing, BellSouth will notify Customer in writing and the Equipment and Services will be deemed accepted. Additional testing outside that listed in the Order or at Customer's convenience or request will be performed at BellSouth's option and at BellSouth's then-current rates.

(e) Project Management – If Project Management is listed in an Order, BellSouth will assign a qualified Project Manager to provide a single point of contact and coordinate all activities to be delivered under the terms of that Order. BellSouth may replace the BellSouth Project Manager at any time by written notice to Customer.

(f) Network Monitoring Services – Performance Advisor Plus – If Network Monitoring is listed in an Order, BellSouth will provide Customer: (i) Fault Monitoring with IP Ping and MIB polling; (ii) Monthly fault and performance reporting; (iii) Multi Vendor trouble isolation/coordination; and (iv) Proactive performance monitoring. Customer will provide: (i) Network diagram and applicable circuit ID's; (ii)



Addressing and naming conventions; (iii) SNMP and T1 read/write access; (iv) Analog modems at each site for remote diagnostics and/or repair; (v) Dedicated analog telephone line, within fifteen feet of the installed router; (vi) Detailed contact information for all circuit and hardware maintenance providers, including emergency access and after-hours contacts; (vii) Letter of Agency naming BellSouth for the purpose of opening and tracking trouble tickets with respective suppliers; (viii) A 64K Frame Relay PVC with 16K CIR management link between Customer's host router and BellSouth's monitoring facility in Atlanta, Georgia; and (ix) Additional requirements as agreed in a Scope of Work.

9.12 Equipment Key System Electrical Damage Repair Service –

(a) WHERE AVAILABLE, AND IF ELECTED BY CUSTOMER, CUSTOMER AGREES TO PAY A PER STATION RATE IN ADDITION TO NORMAL MAINTENANCE RATES DURING THE WARRANTY AND MAINTENANCE PERIODS, AND BELLSOUTH WILL EXTEND MAINTENANCE TO COVER REPAIR OR REPLACEMENT OF ALL BELLSOUTH PROVIDED KEY SYSTEM AND KEY SYSTEM RELATED EQUIPMENT COVERED HEREUNDER WHICH IS DAMAGED BY A LIGHTNING STRIKE OR ELECTRICAL POWER SURGE. THIS SERVICE WILL BE AUTOMATICALLY RENEWED AT THEN CURRENT RATES AS LONG AS A VALID MAINTENANCE ORDER IS IN EFFECT. THIS SERVICE IS ONLY AVAILABLE WITH WARRANTY OR MAINTENANCE SERVICE AND CANNOT BE PURCHASED SEPARATELY.

(b) In all situations involving damage to BellSouth provided key system or key system related Equipment due to lightning or power surges, provided the Electrical Damage Repair Service has been invoked, BellSouth's SOLE AND EXCLUSIVE LIABILITY will be repair or replacement of the damaged Equipment with BellSouth provided Equipment. In no event will the costs exceed the current market value of the damaged key system and key system related Equipment provided by BellSouth.

9.13 Warranty and Maintenance Service Exclusions for Equipment - BellSouth shall respond to any service call requested by Customer; however, Customer acknowledges that Warranty and Maintenance Services do not cover damages to or failure of the Equipment or increases in service time resulting from causes other than defects in or the normal wear and tear of the Equipment including, but not limited to, misuse or negligent operation of the Equipment, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of God, war, terrorism, failure of Customer to maintain a proper operating environment, or repair, relocation or alteration of the Equipment by anyone other than BellSouth or its designated agents. Warranty and Maintenance Services do not cover any Customer provided cable or equipment unless stated on the Order. Any site visits or repairs necessitated by any of these excepted causes made by BellSouth shall be at the sole expense of Customer, and Customer agrees to bear the cost of all labor and materials at BellSouth's then current rates.

9.14 Software License - (a) Software suppliers license Software on a nonexclusive basis to BellSouth, and BellSouth also develops Software or has Software developed for it by third parties. All such Software is and will remain the property of BellSouth or its third party suppliers. BellSouth, with respect to BellSouth developed Software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the Software, subject to the following terms and conditions:

(b) Customer shall (i) use the Software only in conjunction with the particular Equipment for which the Software was initially furnished; (ii) use the Software solely for Customer's internal business purposes; (iii) not reverse engineer, decompile, disassemble, reverse translate or otherwise translate the Software into human readable form, nor reproduce the Software except for archival purposes; (iv) return the Software, together with all copies thereof, or with BellSouth's consent, destroy (or erase, if recorded on an erasable storage medium) the Software when no longer needed or permitted for use with the Equipment for which the Software was furnished; and (v) keep in confidence all information relating to Software and treat such information as the exclusive property and trade secret of BellSouth or such suppliers.

(c) Notwithstanding the above, Customer may disclose the Software to other persons solely for the purpose of installing, operating or maintaining the particular Equipment for which the Software was furnished, provided such other persons agree in writing to the same conditions respecting use and confidentiality contained in this Section 9.14.

(d) In addition to the above, where BellSouth or BellSouth's suppliers require Customer to sign or otherwise agree to separate licensing provisions with BellSouth or directly with the supplier, Customer shall comply with such licensing provisions.

10. BellSouth Long Distance Services.

10.1 The rates, discounts and other terms and conditions applicable to the Long Distance Services are set forth in, and governed by this Master Agreement, the Customized Pricing Arrangement(s), and related Service order forms and/or promotion forms, and the following documents, which may be amended by BellSouth Long Distance from time to time (the following documents, collectively, the "Governing Documents"): (a) the relevant BellSouth Long Distance Pricing Guides for Services purchased from BellSouth Long Distance which are not subject to tariff, and the BellSouth Long Distance state tariffs, or similar documents required by the state regulatory body with jurisdiction over the BellSouth Long Distance regulated Services. The Governing Document applicable to BellSouth Long Distance's interstate Services is the BellSouth Long Distance Complex Business Interstate Pricing Guide, and the BellSouth Long Distance Special Access Services Interstate Pricing Guide. The Governing Documents applicable to BellSouth Long Distance's intrastate Services are the applicable state tariffs or state pricing guides where the intrastate Services are provided.³ Each Governing Document is hereby incorporated into this Master Agreement by reference. Where the terms and conditions of the Customized Pricing Arrangement(s) are inconsistent with the provisions of this Master Agreement, the terms of the Customized Pricing Arrangement(s) shall govern.

³ The BellSouth Long Distance Complex Business Services Interstate Pricing Guide and all of the BellSouth Long Distance pricing guides are available at <<http://www.tariffs.net/bsld/index.mv>>. In addition, copies of all the Governing Documents are available during normal business hours at BellSouth Long Distance's main office at 400 Perimeter Center Terrace, Suite 350, Atlanta, Georgia 30346.



10.2 The Long Distance Services listed above may be provided to Customer through BellSouth's purchase for resale of underlying network capacity from one or more network providers. The terms and conditions of any agreement between BellSouth and an underlying network provider, including the identity of the network provider, are confidential. In the event that BellSouth provisions Long Distance Services through an underlying network provider, BellSouth, in its sole discretion, shall determine the network provider through which to provision such Long Distance Services. All Long Distance Services offered pursuant to this Master Agreement are offered subject to the availability of the service components required.

11. Limitation and Disclaimer of Warranties - NEITHER BELLSOUTH NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. EXCEPT AS PROVIDED IN SECTION 9, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS MASTER AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

12. Remedies and Damages Limitations - The following limitations of liability represent a material inducement to the Parties to enter into this Master Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by BellSouth, they would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows:

12.1 BellSouth shall not be responsible for any use of the Services or Equipment by Customer, its authorized users, or any third party. Without limiting the generality of the foregoing, BellSouth shall not be liable to Customer or any of Customer's users for any lost profits or other consequential damages, even if BellSouth has been advised of the possibility of such damages; any claim or other action against Customer by any third party (except as set forth in the section below on infringement); any act or omission of any other entity furnishing products and services that are used by Customer in connection with the Services or Equipment or for failure of any products or services provided by Customer; or any damages or losses caused by the fault or negligence of Customer or Customer's failure to perform Customer's responsibilities.

12.2 NEITHER BELLSOUTH NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, ECONOMIC, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OR LOST PROFITS, LOSS OF USE, OR TOLL FRAUD SUFFERED BY THE CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THIS MASTER AGREEMENT OR BELLSOUTH'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS MASTER AGREEMENT, REGARDLESS OF WHETHER OR NOT BELLSOUTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE OR EQUIPMENT. CUSTOMER AGREES THAT CUSTOMER WILL NOT IN ANY WAY HOLD BELLSOUTH RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, THIRD PARTIES, EXCEPT FOR ITS SUBCONTRACTORS IN CONNECTION WITH THE SERVICE OR EQUIPMENT.

12.3 In the event that a court should hold that the limitations of liabilities or remedies available as set forth in these Terms, or any portions thereof, are unenforceable for any reason, or that any of Customer's remedies under these Terms fail of their essential purpose, Customer expressly agrees that under no circumstances shall BellSouth's total liability to Customer or any party claiming by, through or under Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by Customer for use of the Services or Equipment during the twelve-month period preceding the date such claim first arose.

12.4 Customer's sole remedy for any failure or non-performance of the Services (including any associated Equipment, Software or other materials supplied in connection with the Services) shall be (a) for BellSouth to use commercially reasonable efforts to effectuate an adjustment or repair of the Services or Equipment and, in the event such failure or non-performance results in Service or Equipment downtime that exceeds the period of time specified in the applicable service level agreement portion (if any) of any applicable Order or Service Description, to receive a refund or credit of or against any charges otherwise payable for the Services or Equipment for the period of service downtime as provided for in the applicable service level agreement portion (if any) of any applicable Order or Service Description, or (b) if such failure or non-performance results in Service or Equipment downtime or degradation so substantial as to render the Service essentially unavailable to or unusable by Customer for normal use, to terminate the Services or Equipment in the manner provided in the applicable Service Level Agreement. Unless specified to the contrary in any applicable service level agreement portion of any applicable Order or Service Description, the maximum credit for service downtime or other failure shall not exceed the total monthly bill to the Customer for the Services or Equipment for the month in which such downtime or failure occurs.

13. Termination and Default -

13.1 BellSouth may, at its sole discretion, terminate any Customer Order and discontinue Customer's access to and use of the Services, if (a) Customer fails to pay any amount within 10 days after written notice that the same is delinquent; or (b) Customer breaches any of the material terms, conditions, obligations, or representations contained in these Terms, except for applicable Acceptable Use Policies, and does not cure such breach within thirty (30) days of notice of such breach; or (c) Customer becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due, or (d) Customer's equipment or use of the Services interferes with the Services or any other user. Although BellSouth reserves the right to immediately suspend or terminate Service in the event of repeated or flagrant violations of its Acceptable Use Policy, incorporated herein by reference, BellSouth's preferred course of action under this Section 13.1(d), is to allow Customer an opportunity to cease such interference before Service



termination occurs. In addition, if BellSouth reasonably determines that the continuation of the Services has become impractical or unfeasible for any technical, legal, or regulatory reason, BellSouth may terminate the Services with at least thirty (30) days prior notice if reasonably practical.

13.2 If Customer has elected a minimum term for the Services and then cancels its Services or any portion thereof, or has its Services or any portion thereof terminated as provided above, prior to the expiration of such minimum term, Customer shall be obligated to pay BellSouth a termination charge equal to the amount (if any) specified in the applicable Order; otherwise, the termination charge shall be equal to 70% of the total monthly charges (other than variable usage charges) that would have become due for the remainder of the scheduled minimum term if such cancellation had not occurred. In addition, if such termination occurs within the first year of the minimum term, Customer must also pay any waived nonrecurring charges. Such termination charge shall be paid to BellSouth within thirty (30) days after such cancellation by Customer.

13.3 If BellSouth breaches any of these material Terms 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 elsewhere herein) terminate the affected Services by written notice to BellSouth, without obligation for any early termination charges otherwise payable hereunder.

14. **Force Majeure** - BellSouth shall not be responsible for any delay or failure in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions of any network provider or any other occurrence commonly known as force majeure, including weather, war, riots, acts of terrorism, embargoes, strikes, or other concerted acts of workers, casualties or accidents, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing that prevent or hinder the delivery of the Services. BellSouth may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences, and in such event BellSouth shall have no liability to Customer.

15. **Notices** - All notices under this Master Agreement will be in writing and will be deemed to have been duly given if delivered personally or by courier service, faxed or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Master Agreement that are addressed as provided herein will be deemed given (a) upon delivery, if delivered personally or by courier service, (b) when confirmed, if delivered by facsimile, and (c) on the fifth (5th) business day after the day it is deposited in a regular depository of the United States mail, if delivered by mail in the manner described above. Either Party may change its address or respective contact for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective. Notwithstanding the foregoing, the Parties agree that notices of nonpayment and disconnect notices may be sent to the billing address.

BellSouth

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

Customer

Fidelity National Financial, Inc.
601 Riverside Ave
Jacksonville, FL 32204
Attn:

16. Confidential Information -

16.1 Except as set forth in this Section, or as otherwise expressly provided in this Master Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and Equipment, and (c) this Master Agreement, all associated contract documentation and correspondence, 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 Master 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 Master Agreement and any disclosing Party's Confidential Information to 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 and such persons agree in writing to abide by such obligations.

16.2 The obligations set forth in subsection 16.1 above will not prevent any Party from disclosing information that belongs to such Party or (a) is already known by the recipient Party without an obligation of confidentiality other than under this Master Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing Party's Confidential Information or (e) 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 written 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 an Attachment or Order, 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 shall remain in effect during the term of the Master Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.

16.3 Confidential Information will not include any feedback, data, answers, questions, comments, suggestions, ideas or the like, that Customer sends to any BellSouth Company or to BBS relating to the Services or Equipment, unless Customer identifies it as Confidential Information.



BellSouth and BBS assume no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. BellSouth and BBS will also be free to use any ideas, concepts, know-how or techniques contained in such information or developed by them, for any purpose whatsoever including but not limited to developing, manufacturing and marketing Services and Equipment incorporating such information. Nothing contained in this Section restricts the right and ability of BBS and BellSouth to use information concerning the execution of this Master Agreement and the provision of the Services and Equipment to Customer in internal publications.

17. Trade Name, Trademarks and Service Marks, Patents and Copyrights -

17.1 Neither Party is authorized to and will not use any name or mark of the other Party in any advertising, publicity or in any other commercial manner without the prior written consent of the other Party.

17.2 Customer may use, copy and distribute the materials relating to the Services for internal, noncommercial, informational purposes only. Except as authorized in this paragraph, Customer is not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. BellSouth, its affiliates and/or any third party owner of such rights retain all such rights. Customer shall have no ownership or property rights in the Services or in any documentation provided in connection with the Services. Customer may make copies of such documentation solely for use in connection with its authorized use of the Services, and all such copies shall include all copyright, trademark and other proprietary notices appearing in the original documentation. Upon the termination of the Services to Customer, Customer shall return all copies of the documentation to BellSouth or certify destruction of such documentation.

17.3 All trademark, product and service marks contained on or associated with the Services and Equipment that are not BellSouth Company marks are the trademarks of their respective owners. References to any names, marks, products, services or equipment of third parties do not necessarily constitute or imply BBS's or BellSouth's endorsement, sponsorship or recommendation of the third party, information, product or service.

17.4 Neither Party will make any media release or other public announcement relating or referring to the Master Agreement or the Parties' performance or relationship hereunder without the prior written consent of the other Party.

18. Indemnity -

18.1 To the extent that any Equipment, Services or Software furnished under this Master Agreement (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.

18.2 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; (b) that BellSouth shall have sole control of the defense or settlement of any claim or suit and that 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; (c) that Customer shall cooperate with BellSouth in all reasonable ways to facilitate the investigation, settlement or defense of any claim or suit; and (d) that the claim or suit does not arise from Customer alterations or modifications, or from combinations of Equipment, Software or Services provided by BellSouth with equipment, software application, product, data, process or services provided by Customer or others, or from Customer's use of Equipment, Software or Services other than in accordance with the applicable manufacturer's specifications, Customer using or continuing to use other than the most current release of Software, or 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.

18.3 If any Equipment, Software or Services 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 Services by reason of such infringement, BellSouth will, at its option: (a) procure for Customer the right to continue using the applicable Equipment, Software or Services; (b) replace the Equipment, Software or Services with a non-infringing Equipment, Software or Services substantially complying with the specifications of the Equipment, Software or Services; (c) modify such Equipment, Software or Services so it becomes non-infringing and performs in a substantially similar manner to the original Equipment, Software or Services; or (d) return the price paid for the purchased Equipment, the one time fee paid for the licensed Software, or any amounts prepaid by Customer for the affected Services for any period after BellSouth directs Customer to cease such use, which is in either case the subject or potential subject of an infringement claim, as then depreciated based on Customer's depreciation schedule used for federal income tax reporting purposes.

18.4 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. Neither BellSouth nor any of its affiliates shall be liable to or indemnify Customer for, and Customer releases and shall reimburse BellSouth for, any claims of patent infringement, including contributory infringement or inducement to infringe, relating to IVR functionality or to any patents owned or licensed now or hereafter by Ronald A. Katz, or Ronald A. Katz Technology licensing, L.P. or by his or its affiliates, successors or assigns ("Katz Patents") based on or related to the Equipment, Services or any information provided by BellSouth. BellSouth is not responsible for determining whether or not obtaining a license for any Katz Patents or any IVR-related patents is advisable, or for obtaining any such license on Customer behalf, or for paying any fees related to such licenses.

18.5 The foregoing states the entire obligation of BellSouth, and the exclusive remedy of Customer, with respect to infringement of proprietary rights. The foregoing is given to Customer solely for its benefit and is in lieu of, and BellSouth disclaims all warranties of noninfringement with respect to the Equipment, Services or Software.



18.6 If promptly notified in writing of any action brought against BellSouth, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with the Services, Software or Equipment, of equipment, software or information not provided by BellSouth, or otherwise relating to or arising out of Customer's use of the Services, Software or Equipment, Customer will defend that action at its expense and will pay any and all fees, costs or damages that may be finally awarded in that action or a settlement resulting from it provided that (i) BellSouth shall permit Customer to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without Customer's prior written approval and (ii) BellSouth shall cooperate with Customer in all reasonable ways to facilitate the settlement or defense of any claim or suit.

19. Dispute Resolution - Independent Arbitration.

(a) Except as provided in this Section 19, all disputes arising out of or related to this Master Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory), including any dispute based on any service or advertising related to this Master Agreement, shall be resolved by final and binding arbitration governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Disputes that meet the small claims court requirements in the state in which the Services are provided may be resolved in small claims court.

(b) The arbitration will be conducted by one arbitrator using the procedures described herein in accordance with the commercial arbitration rules and fee schedule of the American Arbitration Association ("AAA") in effect on the date a dispute is submitted, as modified by this Master Agreement. The AAA's arbitration rules are available from the AAA at www.adr.org <<http://WWW.ADR.ORG>>.

(c) The Parties have the right to be represented by counsel. The arbitrator shall be bound by and strictly enforce the terms of this Master Agreement, and may not limit, expand or otherwise modify the terms of this Master Agreement in conducting the arbitration and making any award. Unless either Party requests that the arbitration be conducted using the AAA's telephonic, on-line, or in-person procedures, for which additional charges may apply, the arbitration will be based solely on the written submissions of the Parties and the documents submitted relating to the dispute. Any in-person arbitration will be conducted at a location that the AAA selects in the state in which the Services are provided, or as the Parties may otherwise mutually agree. Arbitrations under this Master Agreement shall be kept confidential.

(d) Disputes under this Master Agreement may not be (a) resolved on a class-wide basis, (b) joined with another lawsuit, or (c) joined in an arbitration with a dispute of any other entity. The arbitrator may not award, and the Parties waive any claims for awards for, punitive damages or attorney fees or any damages that are barred by this Master Agreement, unless such damages are expressly authorized by a relevant statute.

(e) Before taking a dispute to arbitration, the Parties agree to first attempt to resolve the dispute between them. If the Parties are not able to satisfactorily resolve the dispute within sixty (60) calendar days from the date of the initial notification of the dispute, either Party may contact the AAA in writing at AAA Service Center, 2200 Century Parkway, Suite 300, Atlanta, GA 30345-3203, and request arbitration of the dispute.

(f) Subject to applicable substantive law that may provide otherwise, each Party will pay its own expenses to participate in the arbitration, including attorney fees and expenses related to the presentation of evidence, witnesses, and document production.

(g) In the event that the arbitration results in an arbitral award which imposes an injunction on either Party OR CONTAINS A MONEY DAMAGES AWARD IN EXCESS OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the award shall not be binding on a Party if that Party sends written notice to the other Party postmarked within 30 days from the date of the award, that that Party does not accept the award of the arbitrator. Such written notice should be provided in accordance with Section 15.

20. General.

20.1 Except as set forth herein, neither Customer nor BellSouth may assign or transfer any of its rights, duties, or obligations with respect to the Services without the other Party's written consent, which consent shall not be unreasonably withheld or delayed. Any attempted assignment or transfer without the written consent of the relevant Party shall be void. Notwithstanding the foregoing, BellSouth may assign, delegate or otherwise transfer its rights or obligations hereunder, in whole or in part, at any time to any entity owned in whole or in part by BellSouth Corporation or by one or more of its direct or indirect subsidiaries, or subcontract the performance of any of its obligations under this Master Agreement.

20.2 No action, regardless of form, arising out of the Master Agreement may be brought by either Party more than one year after the cause of action has arisen.

20.3 These terms and the Services and Equipment shall be governed by the laws of the State of Georgia, without regard to its conflicts of laws provisions. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

20.4 No failure on the part of either Party to exercise any right or remedy arising directly or indirectly under this Master Agreement will operate as a waiver of any right or remedy it may have, nor will an exercise of any right or remedy by either Party preclude any right or remedy otherwise available to such Party.

20.5 The headings used in this Master Agreement are for convenience only and do not affect the meaning or interpretation of this Master Agreement.

20.6 Except as otherwise specifically stated in this Master Agreement, the provisions of this Master Agreement are for the benefit of the Parties hereto and not for any other person.



Customer acknowledges that Customer has read and understands this Master Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Master 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 Master Agreement. Acceptance of any Order by BellSouth is subject to BellSouth 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) Customer's creditworthiness has significantly decreased, BellSouth 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. This Master Agreement is not binding upon BellSouth until executed by an authorized employee, partner, or agent of Customer and BellSouth. This Master 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 Master Agreement.

CUSTOMER: Fidelity National Financial, Inc.

BELLSOUTH COMPANIES
By: BELLSOUTH BUSINESS SYSTEMS, INC.

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Printed Name and Title)

By: _____
(Printed Name and Title)

Date: _____

Date: _____



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

Fidelity National Financial, Inc.

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between Fidelity National Financial, 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 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 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 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 **28 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 **\$3,871,753.00**. The Annual Revenue Commitment represents seventy-five percent (75.0%) 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 seventy-five percent (75.0%) 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 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 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 \$250,000, 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").

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 for an acquired business or operation that is a BST customer at the time of acquisition.

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.

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 = \$39,073.00 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 September 30, 2005.

20.2 Effective September 1, 2005, this Agreement shall supersede and replace existing Regulated Services Agreement FL04-5852-10 between BST and Fidelity National Financial, Inc., and Regulated Services Agreement GA04-1970-10 between BST and InterCept, Inc.

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

20.4 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

Fidelity National Financial, Inc.
601 Riverside Ave
Jacksonville, FL 32204

20.5 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.

20.6 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.



20.7 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.

20.8 **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.

20.9 The term "Divestment Unit" shall mean any affiliate of Fidelity, or any business, division, department or group of assets of Customer or any Customer affiliate that (I) was, immediately prior to a particular date (the "Divestment Date"), properly entitled to request that Vendor provide services to such person or unit under this Agreement or to otherwise gain some benefit from this Agreement; (II) would not, on or after the Divestment Date, be entitled (other than by virtue of this provision) to request that Vendor provide services to such person or unit or gain that benefit; and (III) as of the Divestment Date, is either acquired by a legal entity or, in the case of any business, division, department or group of assets, is constituted as a separate legal entity which would not constitute a Customer affiliate, or, in the case of an affiliate of Customer, ceases to be an affiliate for any other reason. In the event that any of the events specified in clause (III) above occurs, the rights and benefits hereunder shall be extended to the affected Divestment Unit, without payment of any transfer or other fee, to enable that Divestment Unit to continue to benefit from this Agreement or to gain the benefit for a transition period not to exceed twelve months from the Divestment Date, which payments shall count towards satisfying the Annual Revenue Commitment. The Parties understand and agree that the purpose of such extension is to permit the Divestment Unit to request services, to continue to receive services or otherwise to gain the benefit on a temporary basis during the transition to alternative development and maintenance providers. Alternatively, for legal reasons Customer from time to time, shall have the right to request and cause Vendor to enter into separate mirror agreement(s) with one or more Customer affiliates that desire to purchase services from Vendor. In this regard, the Parties agree to allocate any Annual Revenue Commitment and other applicable provisions of this Agreement between and among themselves so that the collective obligations under the multiple agreements do not exceed each Party's same obligations under this Agreement.

Notwithstanding anything to the contrary set forth in this Agreement and for the avoidance of doubt, the transactions described in Customer's May 26, 2004 press release, which principally consist of (a) a possible transfer of the stock of certain Customer's affiliates to its newly incorporated affiliate, Fidelity National Information Services, Inc., (b) Fidelity National Information Services, Inc.'s possible initial public offering, and (C) Fidelity National Financial, Inc. possible subsequent spin-off of Fidelity National Information Services, Inc. to its shareholders, in each case and while not necessarily required, is hereby consented to by each Party to this Agreement and shall not entitle either Party any right to terminate this Agreement or seek damages from one another.

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: Fidelity National Financial, Inc.

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

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Printed Name and Title)

By: _____
(Printed Name and Title)

Date: _____

Date: _____



Appendix 1 to Regulated Services Agreement

- 1. Customer: Fidelity National Financial, Inc.
- 2. Term: 28 months
Expiration Date: December 31, 2007, 11:59pm

Volume and Term Provisions

- A. Annual Revenue Commitment: \$3,871,753.00
(75.00% of Baseline)
- B. Baseline (First Year): \$5,162,337.00
- C. Reward Level %
A 17.0%
- D. Growth Percentage 5.0%
- E. Annual Growth Incentive Award: 10.0% (not to exceed \$250,000)

F. Reward Eligible Services

- A BUSINESS ISDN
- A CRISILINK (ST-UP)
- A CUSTOM CALLING
- A DID
- A DIR. WHITE PAGE SVCS
- A ENHANCED CALLERID (ST-UP)
- A ESSX
- A ESSX ISDN
- A EXPND AREA CALLING - BUS
- A FCO & FX SERVICES
- A FLAT RATE BUSINESS
- A FLEXSERV
- A MEGALINK
- A MEGALINK CHANNEL
- A MESSAGING CNS FEATURES
- A METRO ETHERNET
- A MSG/MEAS RATE BUS
- A MULTISERV/MULTISERV PLUS
- A NARs - ESSX/Digital ESSX Service
- A NON LIST/NON PUBLISHED SVCS
- A PRESTIGE
- A REMOTE CALL FWD
- A RINGMASTER
- A SMARTPATH
- A SYNCHRONET
- A TOUCHSTAR
- A BELLSOUTH CENTREX
- A BUS PLUS/BUS CHOICE



1-45016A

BBMA Agreement No. FL05-B038-00

BELLSOUTH BUSINESSSM MASTER AGREEMENT

1. This BellSouth BusinessSM Master Agreement ("Master Agreement") is made by BellSouth Business Systems, LLC ("BellSouth"), and Fidelity National Financial, Inc. ("Customer") and will govern all Orders for Equipment and/or Services, with the exception of Regulated Services which shall be governed by the terms of this Master Agreement and the Regulated Services Attachment. BellSouth and Customer may be referred to herein individually as a Party and collectively as the Parties. Notwithstanding the foregoing or anything to the contrary in the Agreement, Services provided by BellSouth as of the Effective Date of this Agreement that are subject to BellSouth's tariffs filed with the Federal Communications Commission shall be provided pursuant to the FCC Tariff.

2. BellSouth Company Obligations - The Parties agree that each BellSouth Company is responsible only for the provision of those Services and Equipment provided by that BellSouth Company under the terms and conditions specifically identified in the Order or Attachment or Attachments (and any supplements thereto) applicable to such BellSouth Company, that the duties and responsibilities of each BellSouth Company are several, and that the Order or Attachment under which a BellSouth Company provides Equipment and Services is not affected by the terms and conditions contained in any other Order or Attachment to this Master Agreement.

3. Term of Agreement - The term of this Master Agreement commences on the date on which the Master Agreement is executed by BBS on behalf of the BellSouth Companies ("Effective Date"). The term for any Service or product is set forth in the applicable Order or Attachment. If no term is specified in such Order or Attachment, or if such term expires and Services continue beyond the minimum term, Services will be provided on a month-to-month basis at the then prevailing month-to-month rates for Services until either Party gives the other at least thirty (30) days written notice of termination of Services.

4. Definitions -

4.1 "Attachment" - any document attached to this Master Agreement which provides specific terms and conditions applicable only to such Services or Equipment identified in such Attachment including specifically Customized Pricing Arrangements, Service Descriptions, and Order Attachments for Services. To the extent there is a conflict between the terms and conditions set forth in the Master Agreement and those in an Attachment, the terms and conditions in the Attachment shall prevail.

4.2 "Data Equipment and Data Services" - the Equipment (including without limitation routers, switches, and servers) and Services (including without limitation the assessment, design, configuration, staging, implementation, project management, monitoring and maintenance of such network) provided by BCS under this Master Agreement as listed in an Order.

4.3 "Equipment" - all communications and information systems products purchased from or serviced by BCS under an Order, including Data Equipment unless otherwise noted. Equipment also includes Software as further defined below.

4.4 "Implementation" - (a) for Equipment installed by BellSouth, the date the Equipment has been installed and is operating substantially in accordance with the manufacturer's specifications or (b) for all other Equipment, upon delivery.

4.5 "Long Distance Services" - services provided by BSLD.

4.6 "Major Failure" - the failure of Equipment that substantially interferes with the normal conduct of Customer's business.

4.7 "Minor Failure" - any failure of Equipment other than a Major Failure.

4.8 "Nonregulated Services" - all services offered by BellSouth under this Master Agreement that are not Equipment or Equipment-related Services, Long Distance Services, or Regulated Services.

4.9 "Order" - any request for Equipment and/or Services placed by Customer pursuant to this Master Agreement or an Attachment and accepted by BellSouth.

4.10 "Regulated Services" - regulated telecommunications services provided by BSL.

4.9 "Services" - work performed by BellSouth pursuant to this Master Agreement, including but not limited to the following: (a) Warranty and Maintenance Services, (b) Installation Services, (c) Electrical Damage Repair Services, (d) Data Services, (e) Value Added Network Services, (f) dedicated Internet protocol routing, (f) terminal server services, (g) Internet access, (h) gateway, (i) network consulting, design, monitoring, management and maintenance, (j) managed equipment services, (k) managed network services, (l) Regulated Services, (m) Long Distance Services, and (n) other communications related services.

4.10 "Software" - any set of one or more computer programs which is composed of routines, subroutines, concepts, processes, algorithms, formulas, ideas, or know-how severally owned by or licensed to BellSouth and/or any one or more of its affiliates. Software includes any corrections, patches, updates, or revisions to Software originally provided.

5. Prices and Payment -

5.1 Prices, fees, charges, or rates will be as set forth in the Attachment, Order, Statement of Work, Governing Documents, or in BellSouth Company rate schedules or pricing guides in effect from time to time, copies of which shall be provided to Customer. For Regulated Services, the prices, charges and rates shall be as set forth in the Regulated Services Attachment and all that remain subject to the FCC Tariff. Customer will be invoiced monthly for all Services with the exception of Regulated Services. If Customer is not in default, Customer may request in

1. BellSouth Business Systems, LLC is a wholly owned subsidiary of BellSouth Intellectual Property Corporation.
2. BellSouth Communication Systems, LLC ("BCS"), BellSouth Long Distance, Inc. ("BellSouth Long Distance"), BellSouth MNS, Inc., BellSouth Telecommunications, Inc. ("BST")



BBMA Agreement No. FL05-B038-00

writing changes to Customer's configurations of Services hereunder at prevailing market rates which may result in an adjustment to the total price of the Order or an application of a surcharge to the Order.

5.2 If any payment due hereunder is not made by the due date, any late payment/interest charges will be computed at one and one half percent (1 1/2%) per month, or the highest amount permitted by law, whichever is less. Late payment charges for Regulated Services will be charged in accordance with the applicable tariff or Contract Service Arrangement (CSA). Services will be charged in accordance with the applicable tariff. In the event of a good faith dispute between Customer and BellSouth as to the correctness of items appearing on BellSouth's invoice to Customer, Customer may withhold payment of the disputed items only.

6. Taxes - Unless otherwise provided in an Attachment, all charges are exclusive of applicable federal, state, local, and foreign taxes. Customer agrees to pay to BellSouth amounts equal to any taxes resulting from this agreement, including any and all sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency, exclusive of taxes on BellSouth's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on Equipment on or after delivery to the installation site.

7. Customer Responsibilities -

7.1 As between Customer and BellSouth, Customer is responsible for (a) assuring that its authorized users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the Services or Equipment through user names, passwords, or other identifiers assigned to Customer pursuant to these terms, (b) providing any equipment and software that may be necessary for the use of the Services by Customer (in addition to any Equipment and Software that may be placed at Customer's location(s) or otherwise provided or used by BellSouth for its provision of the Services); (c) timely payment of all charges for usage of the Services applicable to its account whether or not by authorized users or for authorized purposes, and (d) performing its other obligations under these terms. Customer shall not use the Services or Equipment in any way that would be or would assist any third party to be in violation of any law, these terms, or any Acceptable Use Policy applicable to the Services or Equipment. Customer shall not transmit or publish on or over the Services or Equipment any information, software, or other content that violates or infringes upon the rights of any others or use the facilities and capabilities of the Services or Equipment to conduct any business or activity or solicit the performance of any activity that is prohibited by law. Customer shall comply with all applicable laws, rules, and regulations in connection with the Services and Equipment.

7.2 Customer shall provide, at no cost to BellSouth, and during BellSouth's regular business hours, timely access to Customer locations, appropriate workspace facilities, information and staff resources, clerical support (e.g. all relevant Customer specific graphics or information), data reproduction services, and other services at Customer's location as are reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of Services or Equipment to Customer. If pre-scheduling is required for BellSouth personnel to perform on-site Services, Customer will inform the BellSouth Project Manager prior to the scheduled performance date. Should any such Customer requirements not be provided promptly, Customer is responsible for any resulting delays, reschedule charges, or added costs. The accuracy of Customer-provided information is solely Customer's responsibility. Customer shall provide a safe on-site working environment free of asbestos or hazardous materials or conditions, and all required AC, electrical power and communications receptacles at the locations needed for the Equipment and Services supplied. The installation locations must meet all manufacturer environmental specification requirements. Customer is responsible for providing any special lifts, ladders, borings, or other items required as a result of non-standard Customer site conditions.

8. Other Services and Software. The Services may include dedicated or dial-up internet Protocol connectivity to BellSouth's local Internet networks and to the global Internet, as well as access or connectivity to any of the information sources or services that may be provided by BellSouth or be available from other service providers participating in, connected to or accessible through BellSouth's Services or the global Internet but which are not part of the Services being purchased hereunder. Separate charges may be applicable to some of these additional services and may appear on Customer's bill from BellSouth, or they may be billed to Customer separately by the providers of such services. A third party Global Service Provider (GSP) provides a roaming capability in conjunction with dial-up BellSouth Business Internet Services that allows users (subject to any applicable roaming surcharge) to dial the local numbers of GSP-provided POPs to reach the BellSouth Business Internet Service while outside of the BellSouth Business Internet service areas. If Customer or its users elect to use such GSP local access, or Customer purchases a service plan which has such GSP local access included in the price, Customer will be charged by the GSP and may sue a separate charge for such service on its bill. Such GSP local access service is provided by the GSP on the GSP's terms and conditions and at the prices or surcharges set forth in the applicable Customer's Order. Use by Customer and any individual authorized users of Customer of BellSouth's other services and any browser or other Software provided by BellSouth shall be subject to BellSouth's standard terms and conditions for such services as well as the applicable software license terms that are provided with such Software.

9. Equipment

9.1 Equipment Orders - Customer may place Orders for Equipment and/or Services pursuant to this Master Agreement by: (a) BellSouth order form, (b) telephone order to BellSouth for non-engineered move, add, or change work, or Services, in either case not to exceed ten thousand dollars (\$10,000), (c) Customer purchase order or letter of purchase request, or (d) facsimile or electronic transmission for the purpose of which Customer agrees that (i) BellSouth and any third-party lender or lessor may rely upon any facsimile copy, electronic data transmission or electronic data storage of the Master Agreement or any Order, and (ii) such facsimile copy, electronic data transmission or electronic data storage will be deemed an original and the best evidence thereof for all purposes, including, without limitation, all evidentiary purposes before any arbitrator, court or other adjudicatory authority. Each Order, if confirmed or accepted by BellSouth, shall constitute a separate purchase and, except for any provisions which are specifically excluded or modified in the Order, each Order shall automatically incorporate all the terms and conditions of this Master Agreement, and any and all standard (such as preprinted or computer generated) terms and conditions on any Customer purchase order forms or

CONFIDENTIAL/PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE BELLSOUTH WITHOUT WRITTEN PERMISSION



BONA Agreement NO. FLS-050000

other Customer documents shall be deemed deleted. If Customer desires BellSouth invoices to reference the Order number for convenience, Customer may include such number in each Order. Each Order shall also include any mutually agreed Statements of Work.

9.2 Unless otherwise stated in the applicable Order, Customer's payment for Equipment and related Equipment Services is invoiced and due as follows: (a) Maintenance Service - monthly in advance. (b) Equipment or other Orders - 20% of the total price with Order, 50% at Equipment delivery and 30% at Implementation. (c) Installation Services - 100% upon the completion of the installation. Services, Equipment, and other may involve additional charges. If Customer intends to finance an Order by lease or other third party financing and for any reason the third party financing is not finalized or payments are not made to BellSouth, Customer agrees to pay cash per BellSouth's then current standard payment terms.

9.3 Data Equipment components shall be invoiced and payable upon shipment of Equipment by the manufacturer. Data Maintenance and Monitoring Services are invoiced and payable in advance (unless stated otherwise in the Order) per Customer's individual site locations. Data Services shall be invoiced and payable upon Implementation per Customer's individual site locations. Other Services will be invoiced monthly for usage of Services unless otherwise provided in the Order. Customer shall pay the amounts agreed to and billed by BellSouth by the due date stated on the invoice. The amounts listed in the Order are exclusive of, and Customer shall pay, all related delivery costs. If shipping charges are shown on an Order, they are an estimate only and shipping charges invoiced may vary from the estimate shown on the Order.

9.4 Risk of Loss or Damage for Equipment - All risk of loss or damage shall pass to Customer as to each item of Equipment on the date of delivery to the installation site, except loss or damage caused by BellSouth.

9.5 Security Interest in Equipment - Customer grants BellSouth a purchase money security interest in each item of Equipment. Customer agrees to execute any documents reasonably requested by BellSouth to protect and/or perfect BellSouth's security interest.

9.6 Limited Warranties - (a) BellSouth warrants that at implementation, and for the duration of the warranty period referred to below, each item of Equipment, except for Data Equipment or as otherwise provided herein or in an Order, will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in Section 9.13 and is used according to standard operating instructions issued by the manufacturer or BellSouth. Unless otherwise stated in the Order, the warranty period for Equipment installed by BellSouth is twelve (12) months from Implementation. CERTAIN MISCELLANEOUS EQUIPMENT IS SOLD "AS IS" AND WILL CARRY NO WARRANTY WHATSOEVER, WHOSOEVER FROM BELL SOUTH. Any warranty service for "As Is" Equipment will be provided directly by the manufacturer of such equipment. Such Equipment shall be clearly indicated on the applicable Order as Manufacturer's Direct Warranty Service ("MDWS"). BELL SOUTH OFFERS NO MAINTENANCE SERVICE OR WARRANTY FOR THESE PRODUCTS. The warranty period will not be extended by BellSouth for replacement thereof.

(b) Data Equipment and Data Services Warranty Disclaimer - BELL SOUTH DOES NOT IMPLY OR EXPRESS ANY BELL SOUTH WARRANTY WHATSOEVER FOR DATA EQUIPMENT OR SERVICES PROVIDED. Customer shall be responsible for pursuing warranty claims with the manufacturer. If Maintenance Service is not listed on an Order, any warranty claims that may arise are solely the responsibility of Customer to pursue with the manufacturer.

(c) All warranties extend only to the original purchaser of the Equipment, identified as Customer, and do not extend to any subsequent purchaser, transferee, user, or assignee of the Equipment, unless prior written consent is obtained from BellSouth for the extension of the warranties to such purchaser, user, or assignee.

9.7 Warranty Service for Equipment - (a) Full Warranty Service ("FWS"): BellSouth agrees to provide, except for Data Equipment or as otherwise set forth herein or in an Order, Warranty Service to keep the Equipment in, or to restore the Equipment to good working order in accordance with the manufacturer's specifications. If neither repair nor replacement are reasonably available to Customer, then BellSouth may elect instead to return the price paid to BellSouth for the purchased Equipment, or the one time fee paid for the licensed Software which is in either case defective, as then depreciated based on Customer's depreciation schedule used for federal income tax reporting purposes. Warranty Service includes preventive maintenance based upon the specific needs of individual items of Equipment and includes, but is not limited to, repairs during warranty coverage. Replacement or additional parts and Equipment may be either new or reconditioned and equivalent to new in performance. The replaced items become the property of BellSouth.

(b) Response Times for Full Warranty Service. BellSouth will use reasonable efforts to respond to Customer's request for Warranty Service for a Major Failure within two (2) hours, twenty-four (24) hours a day, seven (7) days a week, from the time BellSouth first receives Customer's request. With respect to a Minor Failure, BellSouth will use reasonable efforts to respond to Customer's request for Warranty Service during BellSouth's regular working hours, Monday through Friday, excluding holidays observed by BellSouth, from the time BellSouth first receives the Customer's request.

(c) Depot Warranty Service ("DWS"): BellSouth will replace defective Equipment on an exchange basis. Customer agrees to return defective Equipment to BellSouth for depot service within three (3) days after receipt of replacement. If Customer does not return defective Equipment within ten (10) days, Customer agrees to pay for the replacement items.

9.8 Installation of Equipment - (a) If ordered by Customer and agreed by BellSouth, BellSouth will provide Installation Services to install the Equipment. Customer agrees to provide in a timely manner Customer design information and all other information necessary to be used in any applicable BellSouth installation manual, or as otherwise specified by the manufacturer or BellSouth. BellSouth will make reasonable efforts to meet the date for installation set forth on the Order, and will notify Customer as soon as practicable of any delay. Customer agrees to notify BellSouth as soon as practicable if Customer requires postponement of any installation. If Customer or Equipment specifications require non-standard wiring or other work, Customer will incur additional installation charges, each for a separate



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... installed under this Master Agreement will be installed as specified by BellSouth... to be installed by BellSouth, Customer warrants that all Equipment is to be installed by Customer's manufacturer certified employees at its premises and is not for resale.

(b) If the Implementation of any Order is delayed, by no fault of BellSouth, for one hundred eighty (180) days or more from the acceptance of the Order by BellSouth or ninety (90) days from the original agreed Implementation date, BellSouth will have the following options: (i) cancel the Order and collect reasonable termination charges (manufacturer's restocking charges and other out of pocket costs, non-recoverable materials and labor, expended, plus lost margin);

9.9 Maintenance Service for Equipment - (a) If ordered by Customer and agreed by BellSouth, Maintenance Service coverage for Data Equipment commences at Implementation and Maintenance Service for voice Equipment commences on expiration of warranty. Customer will provide an analog modem at each site for remote diagnostics and/or repair and a dedicated analog telephone line within fifteen feet of the Equipment. Maintenance may be provided via repair, replacement, or upgrade of defective Equipment at BellSouth's option. If on-site manufacturer service is required, it will be provided at BellSouth's then current commercial rates. For all Equipment to be maintained by BellSouth, Customer represents it has paid the appropriate manufacturer license fee, and will reimburse BellSouth for any Unbillable Labor Charges reasonably demanded by the manufacturer. If any Equipment is placed in end of life (EOL) status, BellSouth will make reasonable efforts to maintain that Equipment during the then current term of Maintenance Service, but will no longer be required to supply full product support for EOL items.

(b) Except for Data Equipment Maintenance Service or as specified in the Order, the terms and conditions of Sections 9.7(a) and 9.7(b) shall apply to Full Maintenance Service ("FMS"), and those of 9.7(c) for Depot Maintenance Service ("DMS"). If equipment is included in BellSouth's Warranty or Maintenance Service at the time Maintenance Service is ordered hereunder or if additional equipment is added to the original equipment, the applicable terms and conditions shall apply to the equipment.

(c) Maintenance Service charges will be set forth in the applicable Order. Unless otherwise set forth in the Order, the Total Maintenance Charge is an annual charge payable in monthly installments. If at any time additional Equipment is added to the original Equipment, a new pro-rated charge, computed at BellSouth's then current rates, will be added to the Total Maintenance Charge to reflect the additional Equipment being serviced. For multi-year Orders, the rates used to calculate the Maintenance Service Charge may be increased annually during the term of Maintenance Service by a percentage no greater than the percentage increase in the Consumer Price Index for the year. The percentage increase shall be applied to the invoice(s) for the equipment being serviced. If the equipment is moved to a different location, a separate invoice(s) shall be generated.

(d) For key system maintenance only, there is a minimum charge for seven stations at the agreed rate, even if the key system in question contains fewer than seven stations.

9.10 Term of Maintenance Service for Equipment - (a) The term of the Maintenance Service for Equipment shall be the term of the warranty period for the applicable Order, or (i) for Equipment not covered by warranty or Maintenance Service at the time Maintenance Service is Ordered, the day following the completion of the necessary repairs as described in Section 9.8(b) above.

(b) THE INITIAL TERM FOR MAINTENANCE SERVICE SHALL BE ONE (1) YEAR UNLESS OTHERWISE STATED IN THE ORDER. THE INITIAL TERM SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TERMS OF ONE (1) YEAR EACH AT BELL SOUTH'S THEN CURRENT RATES. EITHER PARTY MAY ELECT NOT TO RENEW MAINTENANCE SERVICE BY GIVING THE OTHER PARTY WRITTEN NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE TERM.

9.11 Additional Equipment Services - (a) Equipment Drop Ship - For drop ship Orders, BellSouth will ship Equipment to the location specified and agreed location(s). BellSouth provides no assessment, systems design, staging, implementation, installation or project management for drop ship Equipment.

(b) Assessment - If Assessment is listed in an Order, BellSouth will work with Customer's representative(s) in evaluating their core requirements for Equipment and Services, and render an evaluation report, delineating those requirements.

(c) System Design - BellSouth will provide System Design services for the Equipment and Services to be provided at the location chosen by Customer in designing the necessary customer premise equipment elements (the "System Design") to provide communications between the locations specified by Customer. BellSouth's technical staff will provide the System Design, including the necessary equipment, materials, and labor to assemble, configure and test the Equipment. BellSouth's technical staff adheres to the original equipment manufacturer's (OEM) recommendations for configuration and installation. The Equipment will be delivered to the specified Customer location(s) and installed. BellSouth will also test each system, according to procedures/methods listed in the Order. BellSouth will provide to Customer the written results of all testing conducted by BellSouth. Upon successful completion of testing, BellSouth will notify Customer in writing and the Equipment and Services will be deemed accepted. Additional testing outside that listed in the Order or at Customer's convenience or request will be performed at BellSouth's option and at BellSouth's then-current rates.

(d) Project Management - If Project Management is listed in an Order, BellSouth will provide Project Management services for the Equipment and Services to be provided at the location chosen by Customer. BellSouth will provide Project Management services, including the necessary equipment, materials, and labor to assemble, configure and test the Equipment. BellSouth's technical staff adheres to the original equipment manufacturer's (OEM) recommendations for configuration and installation. The Equipment will be delivered to the specified Customer location(s) and installed. BellSouth will also test each system, according to procedures/methods listed in the Order. BellSouth will provide to Customer the written results of all testing conducted by BellSouth. Upon successful completion of testing, BellSouth will notify Customer in writing and the Equipment and Services will be deemed accepted. Additional testing outside that listed in the Order or at Customer's convenience or request will be performed at BellSouth's option and at BellSouth's then-current rates.

(e) Network Monitoring Services - Performance Advisor Plus - If Network Monitoring Services is listed in an Order, BellSouth will provide Network Monitoring services for the Equipment and Services to be provided at the location chosen by Customer. BellSouth will provide Network Monitoring services, including the necessary equipment, materials, and labor to assemble, configure and test the Equipment. BellSouth's technical staff adheres to the original equipment manufacturer's (OEM) recommendations for configuration and installation. The Equipment will be delivered to the specified Customer location(s) and installed. BellSouth will also test each system, according to procedures/methods listed in the Order. BellSouth will provide to Customer the written results of all testing conducted by BellSouth. Upon successful completion of testing, BellSouth will notify Customer in writing and the Equipment and Services will be deemed accepted. Additional testing outside that listed in the Order or at Customer's convenience or request will be performed at BellSouth's option and at BellSouth's then-current rates.

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Addressing and naming conventions; (iii) SNMP and T1 read/write access; (iv) Analog modems at each site for remote diagnosis and/or repair; (v) Dedicated analog telephone line within fifteen feet of the installed router; (vi) Detailed contact information for all circuit and hardware manufacturers; providers, including emergency access and after-hours contacts; (vii) Letter of Agency naming BellSouth for the purpose of opening and tracking trouble tickets with respective suppliers; (viii) A 64K Frame Relay PVC with 16K CIR management by BellSouth; (ix) Additional requirements as agreed in a Scope of Work

9.12 Equipment Key System Electrical Damage Repair Service -

(a) WHERE AVAILABLE, AND IF ELECTED BY CUSTOMER, CUSTOMER AGREES TO PAY A PER STATION RATE IN ADDITION TO NORMAL MAINTENANCE RATES DURING THE WARRANTY AND MAINTENANCE PERIODS AND BELLSOUTH WILL PROVIDE MAINTENANCE TO COVER REPAIR OR REPLACEMENT OF ALL BELLSOUTH PROVIDED KEY SYSTEM AND KEY SYSTEM RELATED EQUIPMENT COVERED HEREUNDER WHICH IS DAMAGED BY A LIGHTNING STRIKE OR ELECTRICAL POWER SURGE. THIS SERVICE WILL BE AUTOMATICALLY RENEWED AT THEN CURRENT RATES AS LONG AS A VALID MAINTENANCE ORDER IS IN EFFECT. THIS SERVICE IS ONLY AVAILABLE WITH WARRANTY OR MAINTENANCE SERVICE AND CANNOT BE PURCHASED SEPARATELY.

(b) In all situations involving damage to BellSouth provided key system or key system related Equipment due to lightning or power surges, provided the Electrical Damage Repair Service has been invoked, BellSouth's SOLE AND EXCLUSIVE LIABILITY will be repair or replacement of the damaged Equipment with BellSouth provided Equipment. In no event will the costs exceed the current market value of the damaged key system and key system related Equipment provided by BellSouth.

9.13 Warranty and Maintenance Service Exclusions for Equipment - BellSouth shall respond to any service call requested by Customer, however, Customer acknowledges that Warranty and Maintenance Services do not cover damages to or failure of the Equipment or increases in service time resulting from causes other than defects in or the normal wear and tear of the Equipment including but not limited to: negligent operation of the Equipment, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of God, war, terrorism, failure of Customer to maintain a proper operating environment, or repair, relocation or alteration of the Equipment by anyone other than BellSouth or its designated agents. Warranty and Maintenance Services do not cover any Customer provided cable or equipment unless stated on the Order. Any site visits or repairs necessitated by any of these excepted causes made by BellSouth shall be at the sole expense of Customer, and Customer agrees to bear the cost of all labor and materials at BellSouth's then current rates.

9.14 Software License - (a) Software suppliers license Software on a nonexclusive basis to BellSouth, and BellSouth also develops Software or has Software developed for it by third parties. All such Software is and will remain the property of BellSouth and its partners. BellSouth, with respect to BellSouth developed Software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the Software, subject to the following terms and conditions:

(b) Customer shall (i) use the Software only in conjunction with the particular Equipment for which the Software was initially furnished, (ii) use the Software solely for Customer's internal business purposes, (iii) not reverse engineer, decompile, disassemble, alter, translate or otherwise translate the Software into human readable form, nor reproduce the Software except for archival purposes, (iv) return the Software, together with all copies thereof, or with BellSouth's consent, destroy (or erase, if recorded on an erasable storage medium) the Software when no longer needed or permitted for use with the Equipment for which the Software was furnished and (v) keep confidential all information relating to Software and treat such information as the exclusive property and trade secret of BellSouth or such suppliers.

(c) Notwithstanding the above, Customer may disclose the Software to other persons solely for the purpose of installing, repairing or maintaining the particular Equipment for which the Software was furnished, provided such other persons agree in writing to the same conditions respecting use and confidentiality contained in this Section 9.14.

(d) In addition to the above, where BellSouth or BellSouth's suppliers require Customer to sign or otherwise agree to separate licensing provisions with BellSouth or directly with the supplier, Customer shall comply with such licensing provisions.

10. BellSouth Long Distance Services.

10.1 The rates, discounts and other terms and conditions applicable to the Long Distance Services are set forth in and governed by the Master Agreement, the Customized Pricing Arrangement(s), and related Service order forms and/or promotion forms, and the following documents, which may be amended by BellSouth Long Distance from time to time (the following documents, collectively, the "Governing Documents"): (a) the relevant BellSouth Long Distance Pricing Guides for Services purchased from BellSouth Long Distance which are not subject to tariff and the BellSouth Long Distance state tariffs, or similar documents required by the state regulatory body with jurisdiction over the BellSouth Long Distance regulated Services. The Governing Document applicable to BellSouth Long Distance's interstate Services is the BellSouth Long Distance Complex Business Interstate Pricing Guide, and the BellSouth Long Distance Special Access Services Interstate Pricing Guide. The Governing Documents applicable to BellSouth Long Distance's intrastate Services are the applicable state tariffs or state pricing guides where the intrastate Services are provided. Each Governing Document is hereby incorporated into this Master Agreement by reference. Where the terms and conditions of the Customized Pricing Arrangement(s) are inconsistent with the provisions of this Master Agreement, the terms of the Customized Pricing Arrangement(s) shall govern.

³ The BellSouth Long Distance Complex Business Services Interstate Pricing Guide and all of the BellSouth Long Distance pricing guides are available at <http://www.tariffs.net/bsld/index.mv>. In addition, copies of all the Governing Documents are available during normal business hours at BellSouth Long Distance's main office at 400 Perimeter Center Terrace, Suite 350 Atlanta, Georgia 30346.

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10.2 The Long Distance Services listed above may be provided to Customer through BellSouth's purchase for resale of underlying network capacity from one or more network providers. The terms and conditions of any agreement between BellSouth and its underlying network provider, including the identity of the network provider, are confidential. In the event that BellSouth provisions Long Distance Services through an underlying network provider BellSouth, in its sole discretion, shall determine the network provider through which to provide such Long Distance Services. All Long Distance Services offered pursuant to this Master Agreement are offered subject to the availability of the service components required.

11. **Limitation and Disclaimer of Warranties** - NEITHER BELLSOUTH NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. EXCEPT AS PROVIDED IN SECTION 9, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS MASTER AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

12. **Remedies and Damages Limitations** - The following limitations of liability represent a material inducement to the Parties to enter into this Master Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by BellSouth they would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows:

12.1 BellSouth shall not be responsible for any use of the Services or Equipment by Customer, its authorized users, or any third party. Without limiting the generality of the foregoing, BellSouth shall not be liable to Customer or any of Customer's users for any lost profits or other consequential damages, even if BellSouth has been advised of the possibility of such damages; any claim or other action against Customer by any third party (except as set forth in the section below on infringement); any act or omission of any other entity furnishing products and services that are used by Customer in connection with the Services or Equipment or for failure of any products or services provided by Customer, or any damages or losses caused by the fault or negligence of Customer or Customer's failure to perform Customer's responsibilities.

12.2 NEITHER BELLSOUTH NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL ECONOMIC, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OR LOST PROFITS, LOSS OF USE, OR TOLL FRAUD SUFFERED BY THE CUSTOMER OR ANY OTHER PARTY, AS A RESULT OF THIS MASTER AGREEMENT OR BELLSOUTH'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS MASTER AGREEMENT, REGARDLESS OF WHETHER OR NOT BELLSOUTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE OR EQUIPMENT. CUSTOMER AGREES THAT CUSTOMER WILL NOT IN ANY WAY HOLD BELLSOUTH RESPONSIBLE FOR ANY SELECTION OR RETENTION OF THIRD PARTIES, EXCEPT FOR ITS SUBCONTRACTORS IN CONNECTION WITH THE SERVICE OR EQUIPMENT.

12.3 In the event that a court should hold that the limitations of liabilities or remedies available as set forth in these Terms, or any portion thereof, are unenforceable for any reason, or that any of Customer's remedies under these Terms fail of their essential purpose, Customer expressly agrees that under no circumstances shall BellSouth's total liability to Customer or any party claiming by through or under Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by Customer for use of the Services or Equipment during the twelve-month period preceding the date such claim first arose.

12.4 Customer's sole remedy for any failure or non-performance of the Services (including any associated Equipment, Software or other materials supplied in connection with the Services) shall be (a) for BellSouth to use commercially reasonable efforts to effectuate an adjustment or repair of the Services or Equipment and, in the event such failure or non-performance results in Service or Equipment downtime that exceeds the period of time specified in the applicable service level agreement portion (if any) of any applicable Order or Service Description, to receive a refund or credit of or against any charges otherwise payable for the Services or Equipment for the period of service downtime as provided for in the applicable service level agreement portion (if any) of any applicable Order or Service Description, or (b) if such failure or non-performance results in Service or Equipment downtime or degradation so substantial as to render the Service essentially unavailable to or unusable by Customer for normal use, to terminate the Services or Equipment in the manner provided in the applicable Service Level Agreement. Unless specified to the contrary in any applicable service level agreement portion of any applicable Order or Service Description, the maximum credit for service downtime or other failure shall not exceed the total monthly bill to the Customer for the Services or Equipment for the month in which such downtime or failure occurs.

13. Termination and Default -

13.1 BellSouth may, at its sole discretion, terminate any Customer Order and discontinue Customer's access to and use of the Services, if (a) Customer fails to pay any amount within 10 days after written notice that the same is delinquent; or (b) Customer breaches any of the material terms, conditions, obligations, or representations contained in these Terms, except for applicable Acceptable Use Policies, and does not cure such breach within thirty (30) days of notice of such breach; or (c) Customer becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due; or (d) Customer's equipment or use of the Services interferes with the Services or any other user. Although BellSouth reserves the right to immediately suspend or terminate Service in the event of repeated or flagrant violations of its Acceptable Use Policy, incorporated herein by reference, BellSouth's preferred course of action under this Section 13.1(d), is to allow Customer an opportunity to cease such interference before Service



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termination occurs. In addition, if BellSouth reasonably determines that the continuation of the Services has become impractical or unprofitable for any technical, legal, or regulatory reason, BellSouth may terminate the Services with at least thirty (30) days prior notice if reasonably practical.

13.2 If Customer has elected a minimum term for the Services and then cancels its Services or any portion thereof, or has its Services or any portion thereof terminated as provided above, prior to the expiration of such minimum term, Customer shall be obligated to pay BellSouth the termination charge equal to the amount (if any) specified in the applicable Order; otherwise, the termination charge shall be equal to 70% of the total monthly charges (other than variable usage charges) that would have become due for the remainder of the scheduled minimum term if such cancellation had not occurred. In addition, if such termination occurs within the first year of the minimum term, Customer must also pay any waived nonrecurring charges. Such termination charge shall be paid to BellSouth within thirty (30) days after such cancellation by Customer.

13.3 If BellSouth breaches any of these material Terms 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 elsewhere herein) terminate the affected Services by written notice to BellSouth, without obligation for any early termination charges otherwise payable hereunder.

14. **Force Majeure** - BellSouth shall not be responsible for any delay or failure in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions of any network provider or any other occurrence commonly known as force majeure, including, without limitation, acts of terrorism, embargoes, strikes, or other concerted acts of workers, casualties or accidents, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing that prevent or hinder the delivery of the Services. BellSouth may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences, and in such event BellSouth shall have no liability to Customer.

15. **Notices** - All notices under this Master Agreement will be in writing and will be deemed to have been duly given if delivered personally or by courier service, faxed or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Master Agreement that are addressed as provided herein will be deemed given (a) upon delivery, if delivered personally or by courier service, (b) when confirmed, if delivered by facsimile, and (c) on the fifth (5th) business day after the day it is deposited in a regular depository of the United States mail, if delivered by mail in the manner described above. Either Party may change its address or its routing contact for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective. Notwithstanding the foregoing, the Parties agree that notices of nonpayment and disconnection notices may be sent by first class mail.

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

Customer
Fidelity National Financial, Inc.
601 Riverside Ave
Jacksonville, FL 32204
Attn: Neil Villacortabuer

15. Confidential Information -

16.1 Except as set forth in this Section, or as otherwise expressly provided in this Master Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as confidential, whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and Equipment, and (c) this Master Agreement, all associated contract documentation and correspondence, and the Parties' rights and obligations hereunder (collectively "Confidential Information") shall be deemed to have been, received in confidence and will be used only for purposes of this Master 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, and the recipient Party shall not disclose Confidential Information to any third party, disclosing Party, provided, however, that each Party may disclose this Master Agreement and any disclosing Party's Confidential Information to those who are employed or engaged by the recipient Party, its agents or those of its affiliates who have a bona fide need to know such Confidential Information in connection with their employment or engagement, provided the recipient Party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.

16.2 The obligations set forth in subsection 16.1 above will not prevent any Party from disclosing information that belongs to such Party or (a) is already known by the recipient Party without an obligation of confidentiality other than under this Master Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing Party's Confidential Information or (e) 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, order, 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 the opportunity to be heard and to cooperate 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 an Attachment or Order, all documented Confidential Information (and all copies thereof) shall be returned to the disclosing Party, and be returned to the requesting Party, if any, being given to the requesting Party. The provisions of this Section shall remain in effect during the term of the Master Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue to apply to Confidential Information for so long as it is a trade secret under applicable law.

16.3 Confidential Information will not include any feedback, data, answers, questions, comments, suggestions, ideas or other information that Customer sends to any BellSouth Company or to BBS relating to the Services or Equipment, unless Customer identifies it as Confidential Information.

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BellSouth and BBS assume no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. BellSouth and BBS will also be free to use any ideas, concepts, know-how or techniques contained in such information or developed by them for any purpose whatsoever including but not limited to developing, manufacturing and marketing Services and Equipment incorporating such information. Nothing contained in this Section restricts the right and ability of BBS and BellSouth to use information concerning the execution of this Master Agreement and the provision of the Services and Equipment to Customer in internal publications.

17. Trade Name, Trademarks and Service Marks, Patents and Copyrights -

17.1 Neither Party is authorized to and will not use any name or mark of the other Party in any advertising, publicity or in any other commercial manner without the prior written consent of the other Party.

17.2 Customer may use, copy and distribute the materials relating to the Services for internal non-commercial, informational purposes only. Except as authorized in this paragraph, Customer is not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. BellSouth, its affiliates and/or any third party owner of such rights retain all such rights. Customer shall have no ownership or property rights in the Services or in any documentation provided in connection with the Services. Customer may make copies of such documentation solely for use in connection with its authorized use of the Services, and all such copies shall include all copyright, trademark and other proprietary notices appearing in the original documentation. Upon the termination of the Services to Customer, Customer shall return all copies of the documentation to BellSouth or certify destruction of such documentation.

17.3 All trademark, product and service marks contained on or associated with the Services and Equipment that are not BellSouth Company marks are the trademarks of their respective owners. References to any names, marks, products, services or equipment of third parties do not necessarily constitute or imply BBS's or BellSouth's endorsement, sponsorship or recommendation of the third party, information, product or service.

17.4 Neither Party will make any media release or other public announcement relating or referring to the Master Agreement or the Parties' performance or relationship hereunder without the prior written consent of the other Party.

18. Indemnity -

18.1 To the extent that any Equipment, Services or Software furnished under this Master Agreement (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 a 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.

18.2 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; (b) that BellSouth shall have sole control of the defense or settlement of any claim or suit and that 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; (c) that Customer shall cooperate with BellSouth in all reasonable ways to facilitate the investigation, settlement or defense of any claim or suit and (d) that the claim or suit does not arise from Customer alterations or modifications, or from combinations of Equipment, Software or Services provided by BellSouth with equipment, software, application, product, data, process or services provided by Customer or others, or from Customer's use of Equipment, Software or Services other than in accordance with the applicable manufacturer's specifications, Customer using or continuing to use other than the most current release of Software, or 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.

18.3 If any Equipment, Software or Services becomes, or in BellSouth's opinion, is likely to become the subject of a claim of infringement and a final injunction is obtained against Customer prohibiting usage of the Services by reason of such infringement, BellSouth will, at its option, (a) procure for Customer the right to continue using the applicable Equipment, Software or Services, (b) replace the Equipment, Software or Services with a non-infringing Equipment, Software or Services substantially complying with the specifications of the Equipment, Software or Services, (c) modify such Equipment, Software or Services so it becomes non-infringing and performs in a substantially similar manner to the original Equipment, Software or Services; or (d) return the price paid for the purchased Equipment, the one time fee paid for the licensed Software, or any amounts prepaid by Customer for the affected Services for any period after BellSouth directs Customer to cease such use, which is in either case the subject or potential subject of an infringement claim, as then depreciated based on Customer's depreciation schedule used for federal income tax reporting purposes.

18.4 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. Neither BellSouth nor any of its affiliates shall be liable to or indemnify Customer for, and Customer releases and shall reimburse BellSouth for, any claims of patent infringement, including contributory infringement or inducement to infringe, relating to IVR functionality or to any patents owned or licensed now or hereafter by Ronald A. Katz, or Ronald A. Katz Technology Licensing, L.P., or by his or its affiliates, successors or assigns ("Katz Patents") based on or related to the Equipment, Services or any information provided by BellSouth. BellSouth is not responsible for determining whether or not obtaining a license for any Katz Patents or any IVR-related patents is advisable, or for obtaining any such license on Customer behalf, or for paying any fees related to such licenses.

18.5 The foregoing states the entire obligation of BellSouth, and the exclusive remedy of Customer, with respect to infringement of proprietary rights. The foregoing is given to Customer solely for its benefit and is in lieu of, and BellSouth disclaims all warranties of noninfringement with respect to the Equipment, Services or Software.



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18.6 If promptly notified in writing of any action brought against BellSouth, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action, in whole or in part, whatsoever, arising from the use, in connection with the Services, Software or Equipment, of equipment, software or information not provided by BellSouth, or otherwise relating to or arising out of Customer's use of the Services, Software or Equipment, Customer will defend that action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action, provided that (i) BellSouth shall permit Customer to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without Customer's prior written approval and (ii) BellSouth shall cooperate with Customer in all reasonable ways to facilitate the fulfillment or defense of any such claim.

19. Dispute Resolution - Independent Arbitration

(a) Except as provided in this Section 19, all disputes arising out of or related to this Master Agreement (whether based in contract, tort, statute (fraud, misrepresentation or any other legal or equitable theory) including any dispute based on the Master Agreement, shall be resolved by final and binding arbitration governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Disputes that meet the small claims court requirements in the state in which the Services are provided may be resolved in small claims court.

(b) The arbitration will be conducted by one arbitrator using the procedures described herein, and the arbitration shall be governed by the rules and fee schedule of the American Arbitration Association ("AAA") in effect on the date a dispute is submitted, as modified by this Master Agreement. The AAA's arbitration rules are available from the AAA at www.adr.org <<http://WWW.ADR.ORG>>

(c) The Parties have the right to be represented by counsel. The arbitrator shall be bound by and strictly enforced the terms of this Master Agreement, and may not limit, expand or otherwise modify the terms of this Master Agreement in conducting the arbitration and making any award. Unless either Party requests that the arbitration be conducted using the AAA's telephonic arbitration procedures, no telephone charges may apply, the arbitration will be based solely on the written submissions of the Parties and the documents submitted relating to the dispute. Any in-person arbitration will be conducted at a location that the AAA selects in the state in which the Services are provided or as the Parties mutually agree. Arbitrations under this Master Agreement shall be kept confidential.

(d) Disputes under this Master Agreement may not be (a) resolved on a class-wide basis, (b) joined with another lawsuit, or (c) joined in an arbitration with a dispute of any other entity. The arbitrator may not award and the Parties waive an award of punitive damages, attorney fees or any damages that are barred by this Master Agreement, unless such damages are expressly authorized by a relevant statute.

(e) Before taking a dispute to arbitration, the Parties agree to first attempt to resolve the dispute between them. If the Parties are not able to satisfactorily resolve the dispute within sixty (60) calendar days from the date of the initial offer of arbitration, the Parties shall submit the dispute to AAA in writing at AAA Service Center, 2200 Century Parkway, Suite 300, Atlanta, GA 30345-3203, and request arbitration of the dispute.

(f) Subject to applicable substantive law that may provide otherwise, each Party will pay its own expenses to participate in an arbitration, including attorney fees and expenses related to the presentation of evidence, witnesses, and document production.

(g) In the event that the arbitration results in an arbitral award which imposes an injunction on either Party OR CONTAINS A MONEY DAMAGES AWARD IN EXCESS OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the losing Party shall, within 30 days of the award, send written notice to the other Party postmarked within 30 days from the date of the award, that that Party does not accept the award of the arbitrator. Such written notice should be provided in accordance with Section 15.

20. General.

20.1 Except as set forth herein, neither Customer nor BellSouth may assign or transfer any of its rights, duties, or obligations with respect to the Services without the other Party's written consent, which consent shall not be unreasonably withheld or delayed. Any assignment or transfer without the written consent of the relevant Party shall be void. Notwithstanding the foregoing, BellSouth may assign, delegate or otherwise transfer its rights or obligations hereunder, in whole or in part, at any time to any entity owned in whole or in part by BellSouth Corporation or by one or more of its direct or indirect subsidiaries, or subcontract the performance of any of its obligations under this Master Agreement.

20.2 No action, regardless of form, arising out of the Master Agreement may be brought by either Party more than one year after the cause of action has arisen.

20.3 These terms and the Services and Equipment shall be governed by the laws of the state of Georgia, without regard to its conflicts of laws provisions. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

20.4 No failure on the part of either Party to exercise any right or remedy arising directly or indirectly under this Master Agreement will operate as a waiver of any right or remedy it may have, nor will an exercise of any right or remedy by either Party constitute a waiver of any other right or remedy otherwise available to such Party.

20.5 The headings used in this Master Agreement are for convenience only and do not affect the interpretation of the Master Agreement.

20.6 Except as otherwise specifically stated in this Master Agreement, the provisions of this Master Agreement shall apply only to the Parties hereto and not for any other person.

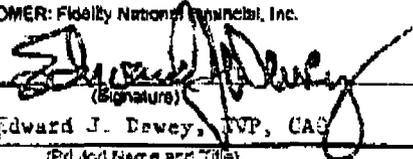
20.7 Effective December 1, 2005, this Agreement shall supersede and replace existing BBMA 004-1970-00, BBMA 004-1970-01, BBMA 004-1970-02, BBMA 004-1970-03, BBMA 004-1970-04, BBMA 004-1970-05, BBMA 004-1970-06, BBMA 004-1970-07, BBMA 004-1970-08, BBMA 004-1970-09, BBMA 004-1970-10, BBMA 004-1970-11, BBMA 004-1970-12, BBMA 004-1970-13, BBMA 004-1970-14, BBMA 004-1970-15, BBMA 004-1970-16, BBMA 004-1970-17, BBMA 004-1970-18, BBMA 004-1970-19, BBMA 004-1970-20, BBMA 004-1970-21, BBMA 004-1970-22, BBMA 004-1970-23, BBMA 004-1970-24, BBMA 004-1970-25, BBMA 004-1970-26, BBMA 004-1970-27, BBMA 004-1970-28, BBMA 004-1970-29, BBMA 004-1970-30, BBMA 004-1970-31, BBMA 004-1970-32, BBMA 004-1970-33, BBMA 004-1970-34, BBMA 004-1970-35, BBMA 004-1970-36, BBMA 004-1970-37, BBMA 004-1970-38, BBMA 004-1970-39, BBMA 004-1970-40, BBMA 004-1970-41, BBMA 004-1970-42, BBMA 004-1970-43, BBMA 004-1970-44, BBMA 004-1970-45, BBMA 004-1970-46, BBMA 004-1970-47, BBMA 004-1970-48, BBMA 004-1970-49, BBMA 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Master Agreement No. FLSB-0000-00

Customer acknowledges that Customer has read and understands this Master Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Master Agreement, and any Orders, constitute the complete and exclusive agreement of the Parties relating to the subject matter of the Master Agreement. Acceptance of any Order by BellSouth or subject to BellSouth

inaccurate or incomplete information; or (ii) Customer's creditworthiness has significantly decreased, BellSouth 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. This Master Agreement is not binding upon BellSouth until executed by both the trade representative of Customer and BellSouth. This Master Agreement is not binding upon BellSouth until executed by both the trade representative of Customer and BellSouth. The undersigned warrant that they have the authority to bind Customer and BellSouth to this Master Agreement.

CUSTOMER: Fidelity National Financial, Inc.

By: 

(Signature)

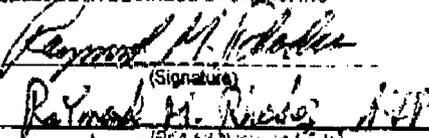
By: Edward J. Dewey, EVP, CAS

(Printed Name and Title)

Date: 12/13/05

BELLSOUTH COMPANIES

By: BELL SOUTH BUSINESS SYSTEMS, INC

By: 

(Signature)

By: Raymond M. Rieder, EVP

(Printed Name and Title)

Date: 12/15/05



1-450-110 A

BBMA Agreement No. FLSB-B038-00
Regulated Services Agreement FLSB-3116-00

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

Fidelity National Financial, Inc.

This BellSouth BusinessSM Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement"), is between Fidelity National Financial, 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 tariff 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 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 service ordered pursuant to an Order Attachment at any time prior to the expiration of the service period set forth in the appropriate Order Attachments(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 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.



**BBMA Agreement No. FL05-B038-00
Regulated Services Agreement FL05-B038-10**

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 25 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 \$3,871,753.00. The Annual Revenue Commitment represents seventy-five percent (75.0%) 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 seventy-five percent (75.0%) 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 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, WAISsaver, 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 \$250,000, 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").

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 for an acquired business or operation that is a BST customer at the time of acquisition.



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.

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 Customer's 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 = \$39,073.00 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 Effective December 1, 2005, this Agreement shall supersede and replace existing Regulated Services Agreement F121-05-01 between BST and Fidelity National Financial, Inc., and Regulated Services Agreement CA04-1970-10 between BST and Intercept, Inc.

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

20.4 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 which all notices and other documents required under this Agreement must be sent at any time by giving written notice to the other party.

BellSouth

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

Customer

Fidelity National Financial, Inc.
 601 Riverside Ave
 Jacksonville, FL 32204

20.5 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.



BOMA Agreement No. FID05-8038-00

Regulated Services Agreement, FID05-8038-00

20.6 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 could 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.

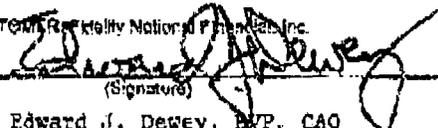
20.7 Customer may not assign its rights or obligations under this Agreement without the express prior written consent of BellSouth. Such consent shall not be unreasonably withheld.

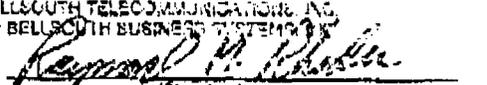
20.8 Extension of Term: The term of this Agreement may be extended for two additional one year periods upon the mutual agreement of the Parties. Customer shall provide BellSouth written notice of its intent to renew at least 60 days before the beginning of each one-year extension period.

20.9 The term 'Divestment Unit' shall mean any affiliate of Fidelity, or any business, division, department or group of assets of Customer or any Customer affiliate that (i) was, immediately prior to a particular date (the "Divestment Date"), properly entitled to request that Vendor provide services to such person or unit under this Agreement or to otherwise gain some benefit from this Agreement; (ii) was, immediately prior to the Divestment Date, be entitled (other than by virtue of this provision) to request that Vendor provide services to such person or unit or gain that benefit; and (iii) as of the Divestment Date, is either acquired by a legal entity or, in the case of any business, division, department or group of assets, is constituted as a separate legal entity which would not constitute a Customer affiliate, or in the case of an affiliate of Customer, ceases to be an affiliate for any other reason. In the event that any of the events specified in clause (ii) above occur, the rights and benefits hereunder shall be extended to the affected Divestment Unit, without payment of any transfer or change fee, to enable that Divestment Unit to continue to benefit from this Agreement or to gain the benefit for a transition period not to exceed a year after the Divestment Date, which payments shall count towards satisfying the Annual Revenue Commitment. The Parties understand and agree that the purpose of such extension is to permit the Divestment Unit to request services, to continue to receive services of substantial value and benefit on a temporary basis during the transition to alternative development and maintenance providers. After such period, the Divestment Unit shall have the right to request and cause Vendor to enter into separate vendor agreement(s) with one or more Customer affiliates that desire to purchase services from Vendor. In this regard, the Parties agree to allocate any annual BellSouth Commitment and other applicable provisions of this Agreement between and among themselves so that the collective obligations under this multiple agreements do not exceed each Party's same obligations under this Agreement.

Notwithstanding anything to the contrary set forth in the Agreement and for the avoidance of doubt, the transactions described in Customer's May 26, 2004 press release, which principally consist of (a) a possible transfer of the stock of certain Customer affiliates to a newly incorporated affiliate, Fidelity National Information Services, Inc., (b) Fidelity National Information Services, Inc.'s possible initial public offering and (c) Fidelity National Financial, Inc. possible subsequent spin-off of Fidelity National Information Services, Inc. to its shareholders, in each case and while not necessarily required, is hereby consented to by each Party to this Agreement and shall not constitute a breach of this Agreement or constitute the Agreement or seek damages from one another.

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 and/or verbal or written agreements between the Parties relating to the subject matter of this 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 representative of each of the Parties, 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: Fidelity National Financial, Inc.
By: 
(Signature)
By: Edward J. Dewey, EVP, CAO
(Printed Name and Title)
Date: 12/13/05

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELLSOUTH BUSINESS SYSTEMS, INC.
By: 
(Signature)
By: Raymond M. Phisher, Director
(Printed Name and Title)
Date: 12/15/05



BBMA Agreement No. FL05-8038-00
Regulated Services Agreement FL05-8038-10

Appendix 1 to Regulated Services Agreement

- 1. Customer: Fidelity National Financial, Inc
- 2. Term: 25 months
Expiration Date: December 31, 2007, 11:59pm

Volume and Term Provisions

- A. Annual Revenue Commitment: \$3,871,753.00
(75.00% of Baseline)
- B. Baseline (First Year): \$5,162,337.00
- C. Reward Level %
A 17.0%
- D. Growth Percentage: 5.0%
- E. Annual Growth Incentive Award: 10.0% (not to exceed \$250,000)
- F. Reward Eligible Services

- A BUSINESS ISDN
- A CRISISLINK (ST-UP)
- A CUSTOM CALLING
- A DID
- A DIR WHITE PAGE SVCS
- A ENHANCED CALLERID (ST-UP)
- A ESSX
- A ESSX ISDN
- A EXPND AREA CALLING - BUS
- A FCO & FX SERVICES
- A FLAT RATE BUSINESS
- A FLEXSERV
- A MEGALINK
- A MEGALINK CHANNEL
- A MESSAGING CNS FEATURES
- A METRO ETHERNET
- A MSG/MEAS RATE BUS
- A MULTISERV/MULTISERV PLUS
- A NARs - ESSX/Digital ESSX Service
- A NON LIST/NON PUBLISHED SVCS
- A PRESTIGE
- A REMOTE CALL FWD
- A RINGMASTER
- A SMARTPATH
- A SYNCHRONET
- A TOUCHSTAR
- A BELLSOUTH CENTREX
- A BUS PLUS/BUS CHOICE



**Amendment No. 1 to
BBMSA Agreement No. GA01-A768-00**

**AMENDMENT No. 1 to
BELL SOUTH BUSINESSSM MASTER SERVICES AGREEMENT**

This Amendment No. 1 ("Amendment") is made as of this 30th day of December, 2005 ("Effective Date"), and amends the BellSouth Business Master Services Agreement GA01-A768-00 ("Agreement"), entered into between BellSouth Business Systems, Inc. on behalf of the BellSouth Companies ("BellSouth") and IBM Corporation ("Customer") on **October 15, 2001**.

NOW, THEREFORE, in connection with the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and Customer hereby agree as follows:

I. Personnel.

Add the following defined term to the Agreement:

"Personnel means agents, employees or subcontractors engaged or appointed by Customer or BellSouth."

A. Surcharges.

Add the following language to the Agreement at the end of Section 4:

"IBM will not pay any surcharge or similar charge however termed by BellSouth, other than termination charges set forth in this Agreement, nor any other surcharge that is not required by regulation or law to be paid by IBM, and BellSouth will not invoice for such surcharges or similar charges unless otherwise specified in this Agreement. Notwithstanding the foregoing, this provision shall not prevent BellSouth from billing surcharges such as End User Common Line Charges set forth in BellSouth tariffs or pricing guide"

B. Change of Control Clause.

Add the following language to the Agreement as a new Section 8.3:

"8.3 Either party may terminate this Base Agreement, without any cancellation charge, for a material breach of this Agreement by the other party or if the other party becomes insolvent or files or has filed against it a petition in bankruptcy ("Cause"), to the extent permitted by law, or the other party undergoes a Change of Control (as defined below). Such termination will be effective at the end of a thirty (30) day written notice period if the Cause remains uncured. Either party may terminate this Base Agreement without Cause when there are no outstanding Service Orders, subject to termination fees.

"Change of Control" means a change of control of the direct or indirect ownership of the equity or beneficial interests of more than 50 percent of a Party, where such control is acquired, directly or indirectly, in a single transaction or a series of related transactions or all or substantially all of the assets of a Party are acquired by any entity other than an Affiliate of the Party, which materially affects the Party's ability to perform its obligations under this Agreement.



**Amendment No. 1 to
BBMSA Agreement No. GA01-A768-00**

If a Party anticipates a Change of Control, the Party may request that the other Party waive its right to terminate the Agreement in whole or in part for the specific Change of Control that is at issue. In such event, the other Party will not unreasonably withhold its consent to waive such right for the specific Change of Control at issue. By way of example, Customer will not withhold consent to a Change of Control involving an Interexchange carrier or regional Bell operating company (RBOC) in whom Customer, in its discretion, has confidence will perform the Services at the Rates and Charges and otherwise in accordance with the terms and conditions of the Agreement, absent other exigent circumstances such as Customer then being in a material dispute with such Interexchange carrier or RBOC. IBM may terminate this agreement if BellSouth is bought by or merges with one of the entities (or its successor) listed in Appendix A."

C. Liability for Third Party Claims.

Add the following language to the Agreement as a new Section 15.1 (Re-number current 15.1 as 15.2 and current 15.2 as 15.3. New Section 15 title will read: Third-party Indemnification/Limitation of Liability):

"15.1. Liability for Third Party Claims. BellSouth will defend, hold harmless and indemnify, including legal fees, IBM, IBM Personnel and customers against third party claims for physical bodily injury (including death) and damage to tangible personal or real property to the extent such claims arise or are alleged to have arisen as a result of negligent or intentional acts or omissions of BellSouth or its Personnel or breach by BellSouth of any term of this Agreement."

D. Diversity Enterprises Spending.

Add the following language to the Agreement as a new Sec. 24:

"24. Diversity Enterprises Spending. BellSouth agrees to use commercially reasonable efforts to give diverse business enterprises maximum practicable opportunity to participate in the subcontracts it awards, consistent with the efficient performance of the Agreement. Diverse businesses include, but are not limited to, certified Minority (MBE) and Women Business Enterprises (WBE) or businesses owned by gays, lesbians, or people with disabilities. Expenditures with diverse subcontractors will be reported by BellSouth as mutually agreed to by the Parties."

E. On Premises Guidelines.

Add the following language to the Agreement as new Sec. 25:

"25. On Premises Guidelines.

25.1 Access to Premises. BellSouth will ensure that BellSouth Personnel assigned to work on IBM's or its customer's premises are in compliance with the following provisions, and will: (1) to the extent permitted by law, BellSouth policies and employee collective bargaining agreements, participate in a pre-employment criminal background check covering the counties in which the person was employed or resided for the past seven years (or longer as required by State



**Amendment No. 1 to
IBMSA Agreement No. GA01-A768-00**

legislation), and inform IBM of any negative findings; (2) maintain a current and complete list of the persons' names and social security numbers; (3) obtain for each person a valid identification badge from IBM or its customer and ensure that it is displayed to gain access to and while on IBM's or its customer's premises (it is IBM's policy to deactivate any such badge if not used for one month); (4) maintain a signed acknowledgment that each person will comply with IBM's or its customer's Safety & Security Guidelines; (5) ensure that each person with regular access to IBM's or its customer's premises complies with all parking restrictions and with vehicle registration requirements if any; (6) inform IBM if BellSouth becomes aware that a former employee of IBM will be or has been assigned work under this Agreement, and agrees that such assignment or continued assignment is subject to IBM approval; (7) at IBM's request, remove a person from IBM or its customer's premises and not reassign such person to work on IBM or its customer's premises (IBM shall provide a reasonable reason for such request); and (8) notify IBM immediately upon completion or termination of any assignment and return IBM's or its customer's identification badge. Upon IBM's request, BellSouth will provide documentation to verify compliance with this Subsection.

25.2 General Business Activity Restrictions. BellSouth will ensure that BellSouth Personnel assigned to work on IBM's or its customer's premises: (1) will not conduct any non-IBM related business activities (such as interviews, hirings, dismissals or personal solicitations) on IBM's premises; (2) will not conduct BellSouth's Personnel training on IBM's or its customer's premises, except for on-the-job training; (3) will not attempt to participate in IBM or its customer's benefit plans or activities; (4) will not send or receive non-IBM or customer related mail through IBM's or customer's mail systems; and (5) will not sell, advertise or market any products or distribute printed, written or graphic materials on IBM's or its customer's premises without IBM's written permission.

25.3 IBM and its customer Safety and Security Guidelines. BellSouth will ensure that BellSouth Personnel assigned to work on IBM's or its customer's premises: (1) do not bring weapons of any kind onto IBM or its customer's premises; (2) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances (for non-medical reasons) or alcoholic beverages while on IBM or its customer's premises; (3) do not have in their possession hazardous materials of any kind on IBM or its customer's premises without IBM or its customer's authorization, as applicable; (4) acknowledge that all persons, property, and vehicles entering or leaving IBM or its customer's premises are subject to search; and (5) remain in authorized areas only (limited to the work locations, cafeterias, rest rooms and, in the event of a medical emergency, IBM's medical facilities). BellSouth will promptly notify IBM of any accident or security incidents involving BellSouth and (a) the loss of or misuse or damage to IBM or its customer's intellectual or physical assets; (b) physical altercations; (c) assaults; or (d) harassment and provide IBM with a copy of any accident or incident report involving the above. BellSouth must coordinate with IBM or its customer access to IBM or its customer's premises during non-regular working hours.

25.4 Asset Control. In the event BellSouth Personnel has access to information, information assets, supplies or other property, including property owned by third parties but provided to BellSouth Personnel by IBM or its customer ("IBM Assets"), BellSouth Personnel: (1) will not remove IBM Assets from IBM or its customer's premises without IBM's authorization; (2) will use IBM Assets only for purposes of this Agreement and reimburse IBM



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or its customer for any unauthorized use; (3) will only connect with, interact with or use programs, tools or routines that IBM agrees are needed to provide Services; (4) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers; and (5) in the event the IBM Assets are confidential, will not copy, disclose or leave such assets unsecured or unattended. IBM may periodically audit BellSouth's data residing on IBM Assets.

25.5 Supervision of BellSouth Personnel. BellSouth will provide management direction to its Personnel provided under this Agreement, at no additional cost to IBM. The person BellSouth designates to provide such personnel management will have full supervisory authority over all day-to-day employment relationship decisions relating to BellSouth's Personnel, including those decisions relating to: wages, hours, terms and conditions of employment, hiring, discipline, performance evaluations, termination, counseling and scheduling. BellSouth's designee responsible for each work location will be responsible to know that work location's planned holiday (and other closing) schedules and the impacts all such schedules have on BellSouth's Personnel. BellSouth will inform its Personnel, before placement on an assignment with IBM or its customer, who is responsible for enforcement of this Subsection and how that person can be contacted. BellSouth will, from time to time, ensure that all of its Personnel working under this Agreement continue to be aware of this information."

F. Financial Reporting.

Add the following language to the Agreement as new Sec. 26:

"**26. Financial Reporting.** Upon IBM request, BellSouth will provide a Dun and Bradstreet report at BellSouth's expense to IBM no more than once per calendar year. Submission of the Dun and Bradstreet report must be initiated through the IBM Global Procurement Supply Portal and routed directly from Dun and Bradstreet to IBM. BellSouth will be responsible for the full cost of the report at the price established by Dun and Bradstreet, and no rebate, refund or other discount which may be applicable to IBM or its Affiliates will apply to the price of the report purchased by BellSouth."

G. Disaster the Recovery.

Add the following language to the Agreement as new Sec. 27:

"**27. Disaster Recovery.** BellSouth shall reasonably cooperate with IBM in the development, testing, and execution of IBM's contingency and disaster recovery plans. BellSouth shall also reasonably cooperate with IBM in the development, testing, and execution of the contingency and disaster recovery plans to be used by BellSouth in the event of a disaster within the telecommunications networks used to provide the Service. Such cooperation shall include: (i) making presentations to IBM's designated point of contact for disaster recovery and other IBM personnel no less frequently than annually regarding such plans; (ii) providing IBM with schematics of the networks used to provide the Service and updates thereto; and (iii) accommodating IBM's requests regarding the routing of IBM traffic so as to minimize the risk to IBM of disasters within any of these networks (subject to cost and unavoidable revisions to the Service Levels). Upon the occurrence of a disaster, BellSouth will perform the business continuity and disaster recovery plans developed pursuant to this section to the best of its ability."

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**Amendment No. 1 to
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If BellSouth does not reinstate the Services within the periods set forth in such plans for reinstatement (which shall include an agreed period of time for restoration), IBM may terminate this Agreement or the applicable scope of work without termination liability."

H. Limitation of Invoices -

Add the following language to the Agreement as new Sec. 28:

"Limitation of Invoices and Claims. Carrier will not invoice Customer more than 180 days after the date Services are rendered, nor will it re-invoice Customer for any amounts that are inconsistent with the agreed-upon charges more than 180 days after the invoice date. Any such charges invoiced will be regarded as Extras, as defined in below:

Changes and Extras. No changes to the scope of the Services or the associated Deliverables will be effective unless approved in writing by an Authorized Individual of the parties in an amendment to the Service Order, exhibit, or Agreement. Services that are performed or associated Deliverables accepted without such approval will be regarded as extras provided by the Carrier at no cost to the Customer, unless later ratified by the parties in writing in a formal amendment to the Service Order, Exhibit, or Agreement."

Capitalized terms used in this Amendment and not defined herein are used as defined in the Agreement.

All other terms and conditions of the Agreement shall remain in full force and effect.

The parties hereto acknowledge that they have read this Amendment, understand it, and agree to be bound by its terms and conditions. They further agree that the Agreement together with this Amendment (and all exhibits, addenda or supplements thereto) constitute the entire agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives on the Effective Date specified above.

CUSTOMER: **International Business
Machines Corporation**

By: [Signature]

Printed Name: Brian McCoy

Title: PROCUREMENT MGR.

BELLSOUTH COMPANIES
By: BellSouth Business Systems, Inc.

By: [Signature]

Printed Name: John Lewis

Title: VP/GM Sales



Amendment No. 1 to
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Appendix A

Representative List of Systems Integrators

1. Accenture
2. Affiliated Computer Services Inc.
3. Atos Origin S.A.
4. BCE Inc.
5. BearingPoint, Inc.
6. Bull
7. Cable & Wireless plc
8. Cap Gemini S.A.
9. CGI Group Inc.
10. Getronics NV
11. China Netcom Group
12. Global Crossing Ltd.
13. Computer Sciences Corporation
14. Datacraft Asia Ltd.
15. Dell Inc.
16. Electronic Data Systems Corporation
17. Fujitsu Ltd.
18. Hewlett-Packard Company
19. Hitachi, Ltd.
20. LG Group
21. Matsushita Electric Industrial Company, Ltd.
22. NEC Corporation
23. Nippon Telegraph & Telephone Corporation
24. Perot Systems Corporation
25. SK Corporation
26. Telstra Corporation Ltd.
27. Toshiba Corporation
28. Unisys Corporation

Includes affiliates of the listed companies

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BBMSA Agreement No. GA01-A768-00
Regulated Services Attachment GA01-A768-12

IBM Corporation

This Attachment supplements the terms and conditions of the BellSouthSM Business Master Services Agreement No. GA01-A768-00 ("Master Agreement") between Customer and the BellSouth Companies and applies to Orders for the purchase of regulated services ("Services") from BellSouth Telecommunications, Inc. ("BST"). The Master Agreement and this Attachment (collectively, the "BST Regulated Provisions") are or may be, a Contract Service Arrangement ("CSA") with respect to regulated BellSouth Services. No other Attachment constitutes any portion of any CSA.

A. SERVICES

1. Regulatory and Other Contractual Considerations.

1.1 Customer recognizes and agrees that the Master Agreement and this Attachment ("BST Regulated Provisions") 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 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 the BST Regulated Provisions 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 the BST Regulated Provisions contain express rates, charges and provisions specifically in conflict therewith (in which case the express rates, charges, and provisions of the BST Regulated Provisions 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 the BST Regulated Provisions when used in conjunction with a Contract Service Arrangement ("CSA") or Special Service Arrangement ("SSA") prior to the implementation of the contents of this Attachment. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date of this Attachment. In the event the BST Regulated Provisions are 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.

1.3 In the event any Services provided by BST to Customer are "detariffed" by a regulatory agency in any state, and such detariffing makes service levels, outage or interruption credits, liability or indemnification matters of contract between the parties, rather than subject to a tariff. Customer shall have the right to renegotiate such matters with BST. BST will provide notice to Customer of the detariffing of any service covered under this Attachment within thirty (30) days of such action by the responsible regulatory agency. The parties shall have ninety (90) days after formal written notification by Customer to BST, or within such times as the parties may further agree, to negotiate such new terms and conditions that maintain the original intent of the parties. Should the parties fail to negotiate within the ninety (90) days, or within such times as

Customer Initials:
Date: 12/30/05



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the parties may further agree, Customer may terminate such Services as may be affected by the detariffing without penalty or forfeiture of credits of any kind, any other provision of this Agreement notwithstanding.

2. **Order Attachment(s).** Customer may order Services by using the sample Order Attachment attached hereto as Exhibit 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. Customer may order additional existing or new Services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new 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 Services included in all Order Attachments.

3. **Cancellation.**

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

3.2. If Customer terminates 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, Customer will, unless otherwise specified, pay all reasonable charges due or remaining as a result of the minimum service period agreed to by BST and Customer in the Order Attachment(s) ("Termination Charges").

3.3. Customer acknowledges it has options for its telecommunications services from service providers other than BST and it has chosen BST to provide the Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Services provided pursuant to an Order Attachment for a CSA or SSA, Customer will pay Termination Charges, except 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.

4. **Service Period.**

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

4.2. At the expiration of the Service Period for any Service available pursuant to the tariff, Customer may continue the Service according to renewal options provided under the tariff. BST will provide Customer notice of any expiring Service Period not less than 60 days prior to the expiration of the applicable Service Period. If Customer does not elect an additional service period, or does not request discontinuance of service, the 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.

Customer Initials PAK
Date 2/9/06



**BBMSA Agreement No. GA01-A768-00
Regulated Services Attachment GA01-A768-12**

B. VOLUME AND TERM PROVISIONS.

5. 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 Agreement.

5.1 "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 Attachment. Customer's Annual Revenue Commitment is included in **Exhibit 2** to this Attachment.

5.2 "Baseline" in Contract Year 1, the annualized monthly billing to Customer for BST regulated Services 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 Attachment.

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

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

5.5 "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 **Exhibit 2** to this Attachment.

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

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

5.8 "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.

6. Annual Revenue Commitment

6.1 Customer and BST agree to an Annual Revenue Commitment of \$2,520,000 in Contract Year 1 of this Attachment. The Annual Revenue Commitment represents sixty percent (60%) of Customer's Baseline billing for the twelve months immediately preceding the beginning of the first Contract Year. BST agrees that Customer will have an optional Annual Revenue Commitment of \$2,520,000 in Contract Year 2 if BST is notified by Customer in writing prior to the end of Contract Year 1. If such notice is not received prior to the end of Contract Year 1, the

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Date 2/9/06



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Annual Revenue Commitment will be set at \$0 for Contract Year 2 and the Reward Level will be changed to reflect the Baseline billing in the \$0 Commitment Reward Matrix in Exhibit 2

6.2 Customer and BST agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Attachment 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. BST also agrees to provide Customer with standard quarterly Annual Revenue Commitment tracking reports within 60 days following the end of the preceding quarter, and diversity spending tracking reports within 45 days following the end of the preceding quarter.

6.3 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 contained in Exhibit 2 by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein).

6.4 BellSouth acknowledges IBM's desire to eliminate annual revenue commitments and, as such, BellSouth hereby agrees, upon written request from IBM, to offer a contract arrangement that does not require a "Volume and Term" type annual revenue commitment for regulated BellSouth Services in 2008-2009. This obligation shall survive the termination or expiration of the Agreement or this Attachment for a period of ninety days.

7. Reward Level

7.1 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 initial Reward Level for Contract Year 1, set forth in Exhibit 2, will be based on an Annual Revenue Commitment of \$2,520,000 and will be effective on the first day of the month in which both Parties have signed this Attachment. The applicable Reward Level for future Contract Years will be based on an Annual Revenue Commitment of \$0, as specified in Exhibit 2 unless BST receives written notification of Customer authorizing an Annual Revenue Commitment of \$2,520,000 for the upcoming Contract Year. 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.

7.2 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.

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

7.4 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 Exhibit 2.

Customer Initials RM
Date 2/9/06

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For purposes of determining a Reward Level attained by Customer.

7.5 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.

8. **Commitment Shortfall.** Customer agrees if it fails to meet its Annual Revenue Commitment during a given Contract Year, except as provided in Sections 11, 12, and 13, 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").

9. **Provision for Obtaining Rewards for Additional and New Services.** For purposes of this Attachment an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Attachment 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 Attachment. Customer may submit a request to BST to obtain a Reward on an Additional or New Service under this Attachment.

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 Attachment, the eligible Services at these locations will be included under this Attachment upon the mutual agreement of BST and Customer. Such agreement shall not be unreasonably withheld. BST and Customer will amend this Attachment, as appropriate to include such 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. V&T Eligible Services included in this Attachment as the result of an acquisition will be used in the calculation of the applicable Reward Level in the Contract Year in which the acquisition occurred.

"If the rates for the acquired entity are less than the rates included under this Attachment, IBM will have the option to pay the lower rate. Upon IBM request, BST agrees to amend each existing contract to continue in effect and to re-file any associated IBM-specific Tariffs.

"Additionally, the Parties will negotiate in good faith to conform the terms & conditions and requirements of the acquired contract to those under this Agreement (except for rates where the rates for the acquired entity are less than the rates included under this Attachment). Should the parties fail to agree completely as to the terms, conditions and requirements of such acquired contracts within 60 days after such good-faith negotiations commence, the unresolved terms, conditions or requirements will be submitted to executives for a decision in accordance with the Disputes clause."

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 or consolidate locations that is based on events beyond Customer's reasonable control, a network optimization using other BST services, Customer's discontinuance of any contributory Service or Service Element without termination liability on account of Bellsouth's failure to provide it in accordance

Customer Initials D/S/D
Date 2/9/06

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with the terms of this Agreement, the applicable Service Schedule or applicable tariff, or a Force Majeure Condition that prevents Bellsouth from providing a Service for a period of ten (10) or more consecutive days (collectively, "Business Change"), any of which significantly reduces the volume of network services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this Attachment (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 for the Contract Year in which the Business Change occurred. Any reductions to the Annual Revenue Commitment due to a Business Change will be made during the V&T Annual True-Up at the end of the year in which the Business Change occurred, and will affect the Annual Revenue Commitment for future years, but will not affect the applicable Reward Level. This provision does not apply to a change resulting from a decision by Customer: (i) to reduce its overall use of telecommunications; or (ii) 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 Attachment. 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 Customer's being unable to meet its Annual Revenue Commitment under this Attachment, 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 for the Contract Year in which the migration occurred. Any reductions to the Annual Revenue Commitment due to migration to Higher Order of Service will be made during the V&T Annual True-Up at the end of the year in which the migration occurred, and will affect the Annual Revenue Commitment for future years, but will not affect the applicable Reward Level.

13. Tariff Changes. If during the term of this Attachment, 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 Attachment, 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) for the Contract Year in which the price reduction(s) occurred. Any reductions to the Annual Revenue Commitment due to price reduction(s) will be made during the V&T Annual True-Up at the end of the year in which the price reduction(s) occurred, and will affect the Annual Revenue Commitment for future years, but will not affect the applicable Reward Level.

14. Annual True-Up.

14.1 Within 60 days of the end of each Contract Year, BST will conduct a review of Customer's actual revenue for the Contract Year to determine if Customer achieved its Annual

Customer Initials RDW
Date 2/3/06

Rev 12/05

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Regulated Services Attachment CA01-A768-12**

Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 8 and determine Customer's Baseline billing for the following year in accordance with Section 5.2.

14.2 Following the completion of the Annual True-Up, if it is determined that the Customer's total billing for V&T Eligible Services for the previous Contract Year has exceeded the Baseline billing specified in Exhibit 2 required to qualify for a higher Reward Level, Customer will be eligible for the retroactive application of the higher Reward Level for the previous Contract Year.

14.3 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.

15. **Taxes.** Applicable taxes and fees will be based on full tariffed prices for all BST services, and no taxes or fees will be added to the amount of any Reward given to Customer under this Attachment.

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 the following termination charges:

- (a) The amount of Rewards received for the life of this Agreement or for the previous 12 months, whichever is less and
- (b) The prorated portion of the Agreement implementation and tracking costs, calculated as follows:

Prorated Implementation and Tracking Costs = \$22,841.00 times the
(Contract Months Remaining divided by the Total Contract Months).

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.

16.3 Notwithstanding the foregoing, the parties agree that:

- (a) Subject to the condition that Customer's actual pre-Reward annual Charges are equal to or greater than \$350,000 ("Termination Minimum"), representing ninety percent (90%) of the annualized monthly Charges for the Regulated Services to this Regulated Services Attachment during the Term, then Customer may disconnect Regulated Services in any combination representing up to ten percent (10%) of the actual, pre-Reward recurring Charges for the Regulated Services listed on Exhibit 2 hereto without incurring termination liability of any kind, whether under tariff, this Attachment or any other agreement whatsoever. Customer agrees that if such Charges are less than the

Customer Initials RSB
Date 12/29/05



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Termination Minimum, termination charges will be billed in accordance with the tariff for any disconnected Regulated Services, the recurring Charges for which exceed said ten percent (10%).

(b) The revenues for the Services listed in Exhibit 2 will be reviewed by BST during the Annual True Up, as set forth in Section 15 of the Attachment, to determine if the Termination Minimum is being maintained and to make any necessary billing adjustments. Failure to perform this review within six (6) months after the end of each Contract Year shall be considered a waiver of this provision. Should the review reveal that the Customer has exceeded the Termination Minimum, BST will bill the termination liability charges as specified in each of the tariffs for any disconnected Regulated Services for the amount of Regulated Services disconnected that exceed 10%.

C. MISCELLANEOUS PROVISIONS

17. Rate Assurance.

17.1 The pricing in this Attachment that BST has offered to Customer is as favorable as pricing in pricing proposals that have been made available to similarly situated customers. Further, if either party identifies an agreement under which BST's pricing terms with a similarly situated customer are more favorable than the terms offered to Customer during the term of this Agreement, BellSouth agrees to offer Customer the opportunity to recast this Attachment at the more favorable rates, 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 Attachment and is priced at least ten percent (10%) less than the services provided to Customer by BST, and bills 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 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 Attachment. BST shall be provided 7 days to respond in writing with regard to whether it shall respond with a counter service proposal. If BST chooses to respond with a counter service proposal, then BellSouth shall require an additional 30 days to develop its full response.

17.3 In the event BST elects to respond to the proposal from the alternative service provider and offers Customer a service proposal with rates and terms that are within five percent (5%) of the alternative service provider's competitive proposal, then this Attachment shall continue in effect at the new customized rates and charges until the expiration of the Attachment. Customer's Annual Revenue Commitment may be reduced to the extent of the projected lower billing due to the price reduction(s).

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 within five percent (5%) of the alternative service provider's proposal, 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.

Customer Initials
Date 12/29/05



BBMSA Agreement No. CA01-A768-00
Regulated Services Attachment CA01-A768-12

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

19. **Extension of Term.** The term of this Attachment 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. **Use of Services.** Customer is entitled to obtain Services (defined to include telecommunications services provided by BST) for the benefit and use of Customer, and Affiliates of Customer. Customer also is entitled to obtain Services for the purpose of bundling them together with its services and equipment, to be offered to its end user clients as part of a single integrated offer, at a single bundled price; provided that: (1) Customer agrees that any telecommunications services which are provided to Customer to be included in an integrated offer, at a single bundled price, will be provided to Customer end user clients at the same price that Customer is charged for those telecommunications services, with no direct mark-up; and (2) Customer agrees to disclose to its end user clients in a conspicuous manner, that the BST bundled price "includes certain telecommunications services provided by BST at the same price that Customer is charged for those telecommunications services."

21. **Service Level Assurances.** BellSouth shall offer Customer the applicable service level assurances ("Service Level Assurances") for each of the services set forth in Exhibit 3. Service Level Assurances for other services are set forth in the applicable tariff.

22. **Limitation of Invoices and Claims.** Carrier will not invoice Customer more than 180 days after the date Services are rendered, nor will it re-invoice Customer for any amounts that are inconsistent with the agreed-upon charges more than 180 days after the invoice date. Any such charges invoiced will be regarded as Extras, as defined in below:
Changes and Extras. No changes to the scope of the Services or the associated Deliverables will be effective unless approved in writing by an Authorized Individual of the parties in an amendment to the Service Order, exhibit, or Agreement. Services that are performed or associated Deliverables accepted without such approval will be regarded as extras provided by the Carrier at no cost to the Customer, unless later ratified by the parties in writing in a formal amendment to the Service Order, Exhibit, or Agreement."

Customer Initials
Date 2/9/06



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BRMSA Agreement No. GA01-A768-00
Regulated Services Attachment GA01-A768-12

23. Traffic Studies:

Upon customer request, BST will provide one traffic study per year per state at no charge.

24. Exceptions to Contract Provisions. Sections 11, 12, 13 and 17 do not apply during any Contract Year in which the Customer's Annual Revenue Commitment is \$0.

Customer: **International Business Machines Corporation**

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

By: [Signature]
Printed Name: BRIAN MURPHY
Title: PROCUREMENT MGR.
Date: 12/30/05

By: [Signature]
Printed Name: John Lewis
Title: VP/GM Sales
Date: 12/31/2005

Customer Initials PAM
Date 12/30/05

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BBMSA Agreement No. GA01-A768-00
Regulated Services Attachment GA01-A768-t2

EXHIBIT 1 - SAMPLE ORDER ATTACHMENT

This Order Attachment is entered into pursuant to BellSouth Business™ Master Services Agreement No. GA01-A768-00.

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: **International Business Machines Corporation**

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

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer Initials BA
Date 2/9/06



BBMSA Agreement No. CA01-A768-00
Regulated Services Attachment CA01-A768-12

Exhibit 2 to Regulated Services Attachment

- 1. Customer: **IBM Corporation**
- 2. Term: **2 Years**
- 3. Volume and Term Provisions Rewards based on \$2,520,000 Annual Revenue Commitment

(ARC Required in Year 1, Optional in Year 2)

Baseline Billing	Reward Level
Below \$3,499,999	10.00%
\$3,500,000 to \$4,999,999	16.00%
\$5,000,000 to \$5,999,999	18.00%
\$6,000,000 to \$6,999,999	20.00%
\$7,000,000 and Above	21.00%

Annual Revenue Commitment: \$2,520,000
(Contract Year 1 - Required, Contract Year 2 - Optional)

Baseline: \$4,200,000 (First Year)
Implemented Reward Level: 16.00% (First Year)

Rewards based on \$0 Annual Revenue Commitment

(Available for Contract Year 2)

Baseline Billing	Reward Level
Below \$2,000,000	0%
\$2,000,000 to \$3,499,999	7.00%
\$3,500,000 to \$4,999,999	13.00%
\$5,000,000 to \$5,999,999	16.00%
\$6,000,000 to \$6,999,999	18.00%
\$7,000,000 and Above	19.00%

Customer Initials *BBMS*
Date *12/26/05*



Exhibit 2 to Regulated Services Attachment (Cont.)

- D. Reward Eligible Services:
- ALARM & CONTROL CKT
- ANALOG DATA SERVICE
- OFF PREM EXT (OPX)
- VOICE GD NON-DATA
- BUSINESS ISDN
- BUS PLUS/BUS CHOICE
- CUSTOM CALLING
- DIR WHITE PAGE SVCS
- ENHANCED CALLERID (ST-UP)
- EXPND AREA CALLING - BUS
- FLAT RATE BUSINESS
- MESSAGING CNS FEATURES
- MSG/MEAS RATE BUS
- NON LIST/NON PUBLISHED SVCS
- PRESTIGE
- REMOTE CALL FWD
- TOUCHSTAR
- BELLSOUTH CENTREX
- BELLSOUTH CENTREX
- ACCUPULSF
- FLEXSERV
- LIGHTGATE
- MEGALINK
- SYNCHRONET
- ESSX
- FOO & FX SERVICES
- MEGALINK CHANNEL
- METRO ETHC?NET
- MULTISERV/MULTISERV PLUS
- NARs - ESSX/Digital ESSX Service
- NARs - MegaLink Channel Service
- DID
- FLAT RATE PBX TRUNKS/NARS
- MSG/MEAS RATE PBX
- MEGALINK - ISDN
- PRIMARY RATE ISDN

Customer Initials *PAW*
Date *12/30/05*



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Regulated Services Attachment CA01-A768-12

Exhibit 3 to Regulated Services Attachment

SERVICE LEVEL ASSURANCES

Service Level Summary Sheet:

SMARTPath SLA

The performance objectives for SMARTPathSM service are as follows:

- a. Meet or exceed 99.99 percent Circuit Availability on a monthly basis. This objective applies except where a customer's equipment is disconnected and/or inoperative.
- b. Meet or exceed 99.95 percent Error Free Seconds on a monthly basis.
- c. Meet or exceed .009 percent Severely Errored Seconds on a monthly basis.

Service Continuity - in the event of primary facility failure, service is guaranteed to switch to an alternate facility path in sixty seconds or less. Failure to meet this guarantee will result in a credit as described in B7.8 2.F.2, following where the trouble is in the network on public right-of-way.

For SMARTPath service rate elements, failure by the Company to meet the performance guarantee described in will prompt a credit equal to 100 percent for affected SMARTPath service rate elements. The monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., SMARTPath service Area Connection and SMARTPath service Area Junction). A customer request for credit will not be required. The credit will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. The credit will apply no more than once per calendar month and shall not exceed the monthly rate for the service.

SMARTPath service is eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in B2.4.17.

SMARTRing SLA

For Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing) service, a credit for a service interruption shall apply when a single failure of the Company's equipment occurs resulting in a service outage of the entire system and the system does not automatically self-heal around the point of failure within one (1) second.

The credit shall equal the total of all the monthly charges for the service provided, however, no more than one credit shall apply per any given rate element for any given month regardless of the number of interruptions occurring during that month.

Megalink SLA

When MegalinkSM service is interrupted due to causes other than negligence of the customer, or to the failure of facilities or equipment furnished by the customer, a credit allowance will be made upon request for the portion of service affected.

For the purpose of determining the amount of allowance, every month is considered to have 30 days. All credit allowances shall begin from the time of notice by the customer to the Company, and will end when the service is operative. No credit is allowed for interruption to service of less than 30 minutes. Interruptions of 30 minutes or more are credited to the customer at the proportionate monthly rate in half hour multiples for each half-hour, or major fraction thereof, of interruption. A customer must report the outage in order to receive service outage credit. The total credit received in any month shall not exceed the monthly rate for the service.

Customer Initials PAW
Date 2/9/06



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PRI SLA

A pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours.

LightGate

Where service interruptions of one minute or more per occasion occur, the credit applied shall be at the rate of 1440/1440 of the monthly charges for the LightGate service. All credit allowances shall begin from the time of notice by the customer to the Company, and will end when the service is operative.

BellSouth Telecommunications Tariff Reference

Full Text and Terminology for the following extracts from BellSouth's

- A. General Subscriber Services Tariff
- B. Private Line Services Tariff
- 1. FCC #1 Access Services Tariff

may be found on the BellSouth Corporate Information Website:

<http://corp.bellsouth.com/index2.html>

BellSouth is required to file separate tariffs with each Public Service Commission/Public Utility Commission in the franchise territory; Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. Each state's tariff is controlling for all services provisioned and installed within that state.

Applicable Extracts:

A2 General Regulations

A2.4 Payment Arrangements and Credit Allowances

D. A2.4.4 Allowance for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this Tariff. For the purpose of administering this regulation, every month is considered to have thirty days.

B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances

B2.4.8 Allowance for Interruptions

A. When service is interrupted due to causes other than the negligence of the customer, or to the failure of facilities furnished by the customer, a credit allowance will be made upon request as set forth in B. through D. following, or in the respective tariff section appropriate for each service, for the portion of the service which is affected. For the purpose of determining the amount of allowance every month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number of stations affected. Long distance message telecommunications service furnished

Customer Initials
Date 12/30/05



Rev 12/05

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2/9/2006

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at the customer's request, when his service utilizing an interoffice channel is interrupted is charged for at the regular rates for long distance message telecommunications service. An interruption period starts when the customer reports the interruption to the Company, and ends when the service is operative.

B. For service utilizing channels of Series 1000, 2000 or 6000, no credit is allowed for interruption to service of less than thirty minutes. Interruptions of thirty minutes or over are credited to the customer at the proportionate monthly charge in half-hour multiples for each half-hour or major fraction thereof of interruption.

C. No credit allowance will be made for interruptions of a service due to the failure of equipment or systems provided by the customer or others.

D. For Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing®) service, a credit for a service interruption shall apply when a single failure of the Company's equipment occurs resulting in a service outage of the entire system and the system does not automatically self-heal around the point of failure within *one (1) second*. No credit shall apply unless the customer reports the service interruption to the Company and the trouble is found in the Company equipment based on information provided by the network surveillance system associated with the service. The credit shall equal the total of all the monthly charges for the service provided, however, no more than one credit shall apply per any given rate element for any given month regardless of the number of interruptions occurring during that month. For all other service interruptions resulting from a failure of the Company's equipment for SMARTRing® service where the system does not automatically self-heal around the point of failure, credit shall be allowed only for an interruption of *one (1) minute* or more. The credit will begin when the customer reports the interruption to the Company. This credit shall be at the rate of 1/1440 of the total monthly charges assessed for that portion of the service that is interrupted for each period of 30 minutes or major fraction thereof that the interruption continues.

Credit allowances will not apply if service is interrupted during customer requested upgrades and/or additions to the SMARTRing® service or during customer requested rearrangements.

B2.4.17 Service Installation Guarantee

A. The Company assures that orders for services to which the Service Installation Guarantee applies will be installed and available for customer use no later than the Service Date which is the date service is to be made available to the customer. The Service Installation Guarantee is applicable only to services as specified in subsequent tariff sections.

B. The failure of the Company to meet this commitment will result in the credit of an amount equal to the nonrecurring charges associated with the individual service having the missed Service Date being applied to the customer's bill. The credit will include only nonrecurring charges associated with the services subject to Service Installation Guarantee, as specified in subsequent sections, for which nonrecurring charges are applicable. The nonrecurring charges will be credited at the rate at which they were billed. The credit will not be provided if a credit of the same nonrecurring charge for the same service is provided under any other provisions of this Tariff.

C. Service Installation Guarantees do not apply:

1. When failure to meet the Service Date occurs because of:

- a. any act or omission of the customer, any other customer or any third party, or of any other entity providing a portion of the service,
- b. labor difficulties, governmental orders, civil commotions, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,
- c. unavailability of the customer's facilities and/or equipment,
- d. a shortage of facilities that requires message toll and exchange line services take precedence over Private Line services as set forth in B2.1.2 preceding.

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Customer Initials DFW
Date 12/26/05

Rev 12/05

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Regulated Services Attachment GA01-A768-12

- 2. to service requiring construction charges as set forth in Section B5 following.
- 3. to Specialized Service or Arrangements or Individual Case Basis filings.
- 4. for jointly provisioned services, and
- 5. to other telephone companies concurring in the rates and regulations of the Company.

In addition, Service Installation Guarantees will not apply during a declared National Emergency; priority installation of National Security Preparedness (NSEP) telecommunications services shall take precedence.

Customer Initials BA
Date 12/30/05



**AMENDMENT TO BELLSOUTH BUSINESS 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 FL03-6481-1D, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BST") and Northrop Grumman Corporation ("Customer") on May 10, 2005.

- A. Customer and BellSouth agree to extend the Term of the BellSouth Business Master Agreement for Regulated Services and Volume & Term Agreement, FL03-6481-1D, for an additional term of six (6) Months.
- B. The amended Appendix 1 to this Amendment designates the Revised Billing services effective for the extension period.
- C. This amendment shall become effective on the date of acceptance.
- D. This offer is valid through December 9, 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 applicable between BST and Customer.

Customer:

Northrop Grumman Corporation

By: [Signature]

Printed Name: Normel J. Ferguson

Title: MGT Supplier Relations Manager

Date: 21 November 2006

BellSouth Telecommunications, Inc.
By: [Signature]

Printed Name: JEFF B. CRATT

Title: Vice President General Mgr.

Date: 11/22/05



Appendix 1 to Regulated Services Agreement

1. Customer: Northrop (American Corporation)
2. Term: 72 months (96 original plus 36 extended)

Values and Term Provisions

A.	Annual Revenue Commitment (0.000% of Base Line)	\$1,058,786.00
B.	Baseline (First Year's)	\$1,057,872.00
C.	Reward Level	%
	A	17.0%
D.	Growth Percentage	8.00%
E.	Annual Growth Incentive Award:	10.0% (not to exceed \$30,000)
F.	Reward Eligible Services	

- A BELLBOUTH CENTREX
- A BUS PLUS/BUS CHOICE
- A CUSTOM CALLING
- A DID
- A CIR. WHITE PAGED SVCS
- A ENHANCED CALLERID (BT-UP)
- A EXPND AREA CALLING - BUS
- A FLAT RATE BUSINESS
- A FLAT RATE PEXT/LINE/NARS
- A FLEXVIEW
- A FRAMES RELAY
- A MEGALINK
- A MEGALINK CHANNEL
- A MESSAGING CDS FEATURES
- A METRO ETHERNET
- A MEGALINK RATE BUS
- A MEGALINK RATE PER
- A NARS - Extended Bank Service
- A NARS - Megalink Channel Burden
- A NON LIST/MON PUBLISHED INVO
- A OFF PREM EXT (OPF)
- A PRESTIGE
- A REMOTE CALL FWD
- A SMARTPATH
- A SYNCHRONET
- A TOUCHSTAR
- A VOICE TO NON-DATA
- A ALARM & CONTROL EXT
- A ANALOG DATA SERVICE

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Appendix 1 to Regulated Services Agreement

1. Customer: Northrop Grumman Corporation
2. Term: 72 months (36 original plus 36 extended)

Volume and Term Provisions

- | | | |
|----|--|------------------------------------|
| A. | Annual Revenue Commitment:
(95.00% of Baseline) | \$1,859,788.00 |
| B. | Baseline (First Year): | \$1,957,672.00 |
| C. | Reward Level | % |
| | A | 17.0% |
| D. | Growth Percentage | 5.00% |
| E. | Annual Growth Incentive Award: | 10.0% (not to exceed \$30,000) |
| F. | Reward Eligible Services | |
| | A | BELLSOUTH CENTREX |
| | A | BUS PLUS/BUS CHOICE |
| | A | CUSTOM CALLING |
| | A | DID |
| | A | DIR. WHITE PAGE SVCS |
| | A | ENHANCED CALLERID (ST-UP) |
| | A | EXPND AREA CALLERID - BUS |
| | A | FLAT RATE BUSINESS |
| | A | FLAT RATE PBX TRUNKS/NARS |
| | A | FLEXSERV |
| | A | FRAME RELAY |
| | A | MEGALINK |
| | A | MEGALINK CHANNEL |
| | A | MESSAGING CNS FEATURES |
| | A | METRO ETHERNET |
| | A | MSG/MEAS RATE BUS |
| | A | MSG/MEAS RATE PBX |
| | A | NARs - ESSX/Digital ESSX Service |
| | A | NARs - MegaLink Channelled Service |
| | A | NON LIST/NON PUBLISHED SVCS |
| | A | OFF PREM EXT (OPX) |
| | A | PRESTIGE |
| | A | REMOTE CALL FWD |
| | A | SMARTPATH |
| | A | SYNCHRONET |
| | A | TOUCHSTAR |
| | A | VOICE GD NON-DATA |
| | A | ALARM & CONTROL CKT |
| | A | ANALOG DATA SERVICE |



Regulated Services Agreement GA05-E323-10

BELLSOUTH BUSINESS™ MASTER AGREEMENT FOR REGULATED SERVICES AND VOLUME & TERM AGREEMENT

Zalo Delaware, Inc.

This BellSouth Business™ Master Agreement for Regulated Services and Volume & Term Agreement ("Agreement") is between Zalo Delaware, 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 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 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 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 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 reasonable termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due in connection with the termination, which BST has actually incurred, or those charges 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 reasonable 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.

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Regulated Services Agreement GA05-E323-10

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.

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 \$848,000.00. The Annual Revenue Commitment represents ninety-five percent (95.00%) 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-five percent (95.00%) 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 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, WA15Gaver, 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 \$20,000, 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").

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



Regulated Services Agreement GA05-E323-10

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 BSI 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 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 BST's Agreement implementation and tracking costs, calculated as follows:
Prorated Implementation and Tracking Costs = \$7,899.00 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 November 30, 2005

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

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
Zale Defowers, Inc.
901 W. Walnut Hill Lane
Irving, TX 75038
Attention: CIO



Regulated Services Agreement GA05-E323-10

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 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.

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: Zale Debtors, Inc.
By: [Signature]
(Signature)
By: SUCE Gove
(Printed Name and Title)
Date: 11-16-05

BELLSOUTH TELECOMMUNICATIONS, INC.
By: BELL SOUTH BUSINESS SYSTEMS, INC.
By: [Signature]
(Signature)
By: A J Franks
(Printed Name and Title)
Date: 11-18-05

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Regulated Services Agreement GA05-E323-10

Appendix 1 to Regulated Services Agreement

- 1. Customer: Zale Delaware, Inc.
- 2. Term: 3 Years

Volume and Term Provisions

A.	Annual Revenue Commitment: (95.00% of Baseline)	\$848,000.00
B.	Baseline (First Year):	\$893,000.00
C.	Reward Level	21.00%
D.	Growth Percentage	5.00%
E.	Annual Growth Incentive Award:	10.00% (not to exceed \$20,000)
F.	Reward Eligible Services	
	Analog Private Line	
	Business ISDN	
	Basic Business Service	

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**BBMSA Agreement No. FL02-M978-00
Regulated Services Attachment FL02-M978-10
Amendment**

**FIRST 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 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.

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

By: *James A. Haid*

By: *[Signature]*

Printed Name: James A. Haid

Printed Name: Simon R. Anderson

Title: EVP / CIO

Title: VP Sales

Date: 11/29/05

Date: 11/29/05

Customer Initials *JAH*
Date 11/29/05

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**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

Page 2 of 2

Customer Initials *JG*
Date 11/29/05

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**Regulated Services Attachment KY02-8821-10
BBMSA Agreement No. KY02-8821-00**

**Amendment To
Regulated Services Attachment KY02-8821-10**

This Amendment amends and modifies Regulated Services Attachment KY02-8821-10 ("Attachment") to BellSouthSM Business Master Services Agreement No. KY02-8821-00 ("Master Agreement") between The Kroger Co. ("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 Attachment for three (3) additional Contract Years beginning on December 1, 2005 and ending on November 30, 2008 ("Additional Contract Term").
- II. The Annual Revenue Commitment for the first year of the Additional Contract Term will be equal to \$2,444,800.00. The Annual Revenue Commitment for each subsequent year of the Additional Contract Term will be equal to seventy percent (70%) of Customer's aggregate billing for the previous twelve (12) month period prior to the application of any Reward.
- III. The following revisions are effective with the Additional Contract Term:
 - A. The term "Discount(s)" in the Attachment is replaced with the term "Reward(s)".
 - B. Section 5.2 of the Attachment is replaced with the following:
"Baseline" is the aggregate billing for the previous twelve (12) month period without regard to any Rewards under this Attachment.
 - C. Section 5.4 of the Attachment is replaced with the following:
"Reward" or "Reward Level" is the percentage of monthly billed revenue for the BST services, exclusive of taxes and fees, that are Reward Eligible and for which billing has occurred or will occur during the current billing period.
 - D. Section 5.5 of the Attachment is replaced with the following:
"Reward Eligible Services" are 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 Exhibit 1 to this Amendment.
 - E. Section 7.1 of the Attachment is replaced with the following:
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 Additional Contract Term. The Reward Level is set forth in Exhibit 1 to this Amendment. 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. The Reward payment schedule shall be set forth in the Administrative Process to be agreed upon by the parties.



**Regulated Services Attachment KY02-8821-10
BEMSA Agreement No. KY02-8821-00**

**Amendment To
Regulated Services Attachment KY02-8821-10**

Exhibit 1

Volume and Term Provisions

**A. Reward Level: 30% in Florida
33% in all other states**

B. Reward Eligible Services:

- Basic Business Service
- Business ISDN
- Centrex
- MegaLink Channel Service
- MegaLink
- SynchroNet
- ESSX
- NAR's - ESSX
- NAR's - MCS
- SmartPath
- DID
- PBX Trunks



Regulated Services Attachment KY02-8521-10
BBMSA Agreement No. KY02-8521-00

F. The following is added to the Attachment as Section 20:

Applicable taxes and fees will be based on full tariff prices for all BST services, and no taxes or fees will be added to the amount of any Reward or Growth Incentive Award given to Customer under this Attachment.

G. The following is added to the Attachment as Section 21:

BellSouth will accurately bill Customer monthly for BST regulated services in accordance with applicable tariffs. With regard to BST regulated services the "Payment Due Date" shall be defined as sixty (60) days after the date of the BST invoice. Late fees will not be charged on payments received within sixty (60) days after the BST invoice date. Customer shall not be required to pay charges for BST regulated services if BST does not bill Customer for such regulated services within one year of providing the service.

IV. The initial term of this Amendment shall be for a period of 36 months. Except as otherwise provided herein, unless this Agreement is terminated by written notice by one of the Parties at least 30 days prior to the end of the Initial Amendment Term, this Agreement, as amended herein, shall be automatically renewed for a successive three-month period ("Renewal Term") during which Customer may terminate the Agreement upon 30 days written notice to Service Provider. During the Renewal Term the Parties may negotiate an additional extension of the Agreement or may negotiate a new Agreement.

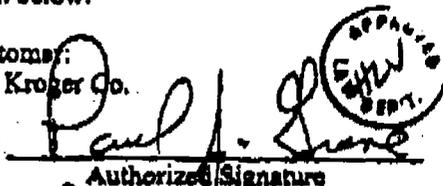
V. This offer expires on December 23, 2005.

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:
The Kroger Co.

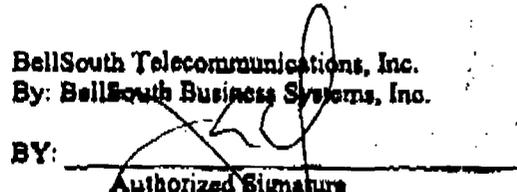
BY:


Authorized Signature

PAUL J. GROGAN
Printed Name

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

BY:


Authorized Signature

J.A. McMANIS
Printed Name

Title: VICE PRESIDENT

Title: Sales Vice President

Date: 12/21/05

Date: 12/22/05

