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BELLSOUTH TELECOMMUNICATIONS, INC.  
TESTIMONY OF JERRY HENDRIX  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 981052-TP  
DECEMBER 3, 1998

Q. PLEASE STATE YOUR NAME AND COMPANY NAME AND ADDRESS.

A. My name is Jerry Hendrix. I am employed by BellSouth Telecommunications, Inc. as Director - Interconnection Services Pricing. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from Morehouse College in Atlanta, Georgia, in 1975, with a Bachelor of Arts Degree. I began employment with Southern Bell in 1979, and have held various positions in the Network Distribution Department before joining the BellSouth Headquarters Regulatory organization in 1985. On January 1, 1996, I moved to Interconnection Services Pricing in the Interconnection Customer Business Unit, where I became responsible for the pricing organization and ALEC negotiations.

Q. HAVE YOU TESTIFIED PREVIOUSLY?

1 A. Yes. I have testified in proceedings before the Alabama, Florida, Georgia,  
2 Kentucky, Louisiana, and Mississippi Public Service Commissions, the North  
3 Carolina Public Utilities Commission, and the Tennessee Regulatory  
4 Authority.

5

6 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

7

8 A. The purpose of my testimony is address the complaint issue in this docket and  
9 to show that BellSouth provided TCCF with ESSX® Service in compliance  
10 with the parties Resale Agreement for period not covered by settlements and  
11 adjustments regarding ESSX.

12

13 Q. WHEN WAS THE RESALE AGREEMENT BETWEEN BELLSOUTH AND  
14 TCCF SIGNED?

15

16 A. TCCF's Resale Agreement with BellSouth, attached as Exhibit JDH-1, is dated  
17 May 28, 1996. The original effective date of this agreement was June 1, 1996,  
18 however, at the last minute, Mr. Norman "Kip" Ripper, President of TCCF,  
19 requested that the agreement be dated May 28, 1996. BellSouth agreed to  
20 strike through and initial the June 1, 1996, effective date and to make the  
21 agreement effective May 28, 1996.

22

23 Q. WHAT IS THE SIGNIFICANCE OF THIS DATE CHANGE?

24

25

1 A. BellSouth's ESSX® Service was grandfathered two days after TCCF signed  
2 the Resale Agreement. By making the effective date of the agreement May 28,  
3 1996, TCCF was able to resell ESSX® Service to new customers for a two-day  
4 period prior to it being grandfathered.

5

6 Q. FOR WHAT DID THE RESALE AGREEMENT PROVIDE WITH REGARD  
7 TO ESSX?

8

9 A. Under the terms and conditions of the Resale Agreement, TCCF was able to  
10 resell BellSouth's tariffed local exchange services, including Centrex type  
11 services for the length or term of the Resale Agreement. Section III.A. of the  
12 Resale Agreement specifically precluded TCCF from reselling grandfathered  
13 services, promotional and trial retail service offerings, Lifeline and Linkup  
14 services and contract services arrangements.

15

16 Q. AT THE TIME THE PARTIES SIGNED THE RESALE AGREEMENT,  
17 WAS ESSX® SERVICE A GRANDFATHERED SERVICE?

18

19 A. No. ESSX® Service was not grandfathered until May 30, 1996, two days after  
20 TCCF and BellSouth signed the resale agreement.

21

22 Q. WHEN WAS BELL SOUTH'S ESSX® SERVICE GRANDFATHERED?

23

24 A. As I previously noted, BellSouth's ESSX® Service was grandfathered on May  
25 30, 1996, just two days after the effective date of TCCF's Resale Agreement

1 with BellSouth. On May 29, 1996, immediately after signing the Resale  
2 Agreement with BellSouth, TCCF entered into a seventy-three month tariffed  
3 pricing arrangement for BellSouth's ESSX® Service. This arrangement  
4 allowed TCCF to receive a pricing benefit on the ESSX® Service, based on a  
5 seventy-three month tariffing arrangement as opposed to the higher monthly  
6 rates.

7

8 Q. UNDER WHAT CONDITIONS WAS THE ESSX® SERVICE  
9 GRANDFATHERED?

10

11 A. BellSouth's ESSX® Service was grandfathered as a Type 4 service which  
12 means that the "service, rates and charges for this service are not available for  
13 new installations, moves, transfers of service or replacements of existing  
14 service." Section A112.3 of BellSouth's General Subscriber Services Tariff,  
15 which is attached as Exhibit JDH-2. The tariff further provides that ESSX  
16 customers who purchased the service on a month-to-month basis may remain  
17 on their current ESSX arrangement until the expiration date in the tariff, at  
18 which time they will have to switch to either MultiServe® or MultiServe  
19 Plus® Service, or subscribe to an alternative service. Those existing ESSX  
20 customers, who are under a term pricing arrangements for ESSX® Service,  
21 are allowed to remain on their ESSX arrangements for the duration of their  
22 terms or until the expiration date in the tariff, whichever is longer. At that  
23 time, they too will have to switch to either MultiServ®, or MultiServ Plus®  
24 Service, or subscribe to an alternative service.

25

1 Q. HOW DID THE GRANDFATHERING OF ESSX® SERVICE IMPACT  
2 TCCF'S ABILITY TO RESELL ESSX® SERVICE UNDER ITS RESALE  
3 AGREEMENT?  
4

5 A. Based on the effective date of May 28, 1996, of TCCF's Resale Agreement,  
6 TCCF should have been able to resell BellSouth's ESSX® Service to new  
7 customers for a two-day period, May 28 and May 29, 1996. On May 30, 1996,  
8 BellSouth's ESSX® Service was grandfathered and thus not available for  
9 resale to new customers. At that time, TCCF should have been notified that  
10 reselling BellSouth's ESSX® Service would no longer be possible, but that it  
11 would be able to maintain current ESSX customers on existing ESSX  
12 arrangements pursuant to the terms of the tariff. Section III. A. of TCCF's  
13 Resale Agreement clearly states that grandfathered services are not available  
14 for purchase. TCCF should not have been allowed to resell ESSX® Service to  
15 new customers after it became grandfathered.  
16

17 Q. WHY DID BELLSOUTH ALLOW TCCF TO RESELL A  
18 GRANDFATHERED SERVICE TO NEW CUSTOMERS?  
19

20 A. It is my understanding that TCCF had been working with the BellSouth sales  
21 team to implement several ESSX arrangements before it was known that the  
22 service was to be grandfathered. Just prior to grandfathering the service, the  
23 sales team together with TCCF thought that by entering into a seventy-three  
24 month pricing arrangement for BellSouth's ESSX® Service, TCCF would be  
25 able to resell the service to new customers for the two-year term of its Resale

1 Agreement. This Agreement would then allow TCCF to move forward with its  
2 plans involving ESSX® Service once the service was grandfathered. The  
3 seventy-three month pricing arrangement however, did not afford TCCF the  
4 ability to resell a grandfathered service to new customers, and BellSouth  
5 should never have allowed TCCF to resell its ESSX® Service once the service  
6 was grandfathered. At that time, BellSouth should have notified TCCF that the  
7 service was available for resale to existing customers only. Instead, BellSouth  
8 did not raise this issue when the ESSX® Service was grandfathered, but  
9 worked diligently with TCCF to get the ESSX® Service provisioned in the  
10 unique way TCCF requested.

11

12 Q. WAS THERE ANY OTHER OCCURRENCE DURING THE TERM OF  
13 TCCF'S RESALE AGREEMENT WITH BELLSOUTH THAT FURTHER  
14 SUPPORTS THAT TCCF SHOULD NOT HAVE BEEN ALLOWED TO  
15 RESELL ESSX® SERVICE TO NEW CUSTOMERS?

16

17 A. Yes. On December 31, 1996, in the AT&T/MCI Arbitration proceeding,  
18 Docket Nos. 960833-TP, 960846-TP, and 960916-TP, this Commission ruled  
19 in Order No. PSC-96-1579-FOF-TP that grandfathered services should only be  
20 available for resale to existing customers. At that time, BellSouth should  
21 have notified TCCF that it was no longer allowed to resell BellSouth's ESSX®  
22 Service to new customers. Instead, BellSouth again continued to work with  
23 TCCF in an effort to provision ESSX® Service in the unique way TCCF  
24 wanted it provisioned.

25

1 Q. DID BELLSOUTH INCUR PROBLEMS OR DIFFICULTIES IN TRYING  
2 TO PROVISION THE ESSX® SERVICE PURSUANT TO TCCF'S  
3 REQUEST?  
4

5 A. BellSouth had no problems provisioning ESSX® Service pursuant to the tariff,  
6 but because TCCF wanted BellSouth's ESSX® Service to provide various  
7 features and functions that the service was not intended to provide, BellSouth  
8 encountered some problems in provisioning the ESSX® Service as it was  
9 requested by TCCF. TCCF's ESSX application required BellSouth to  
10 terminate Primary Rate ISDNs (PRI) into the ESSX common block, something  
11 that was not a common practice for BellSouth. Various departments within  
12 BellSouth worked together to determine how this arrangement could be  
13 implemented  
14

15 Q. DID BELLSOUTH AND TCCF REACH A SETTLEMENT REGARDING  
16 THESE PROBLEMS?  
17

18 A. Yes, on April 25, 1997, BellSouth and TCCF entered into a  
19 Confidential Full Release and Settlement of all claims TCCF may have had  
20 against BellSouth up to and including March 25, 1997.  
21

22 Q. DID BELLSOUTH MAKE ANY OTHER ADJUSTMENTS TO TCCF  
23 RELATING TO THE PROVISIONING OF ESSX® SERVICE?  
24  
25

1 A. Yes. Further adjustments were made to TCCF in October, 1997 to compensate  
2 TCCF for the delays and provisioning problems associated with the  
3 implementation of TCCF's ESSX arrangements.

4  
5 Q. HAS BELLSOUTH PROVIDED TCCF WITH ESSX® SERVICE IN  
6 COMPLIANCE WITH THE PARTIES' RESALE AGREEMENT FOR  
7 PERIODS OF TIME NOT COVERED BY SETTLEMENTS AND  
8 ADJUSTMENTS MADE REGARDING ESSX® SERVICE?

9  
10 A. Yes, with the caveat that BellSouth's obligation to provision the ESSX®  
11 Service rightfully only existed for the two-day period prior to ESSX® Service  
12 being grandfathered.

13  
14 In fact, BellSouth has even compensated TCCF, through settlements and  
15 adjustments, for provisioning problems it encountered in provisioning ESSX®  
16 Service for TCCF's unique need when, in fact, BellSouth had no obligation at  
17 all to provision this grandfathered service, since TCCF should never have been  
18 allowed to resell it to new customers. BellSouth spent a great deal of money to  
19 provision a service that should never have been provisioned in the first place.  
20 Nevertheless, BellSouth has complied with the terms and conditions of  
21 provisioning ESSX® Service for TCCF in accordance with the Resale  
22 Agreement between BellSouth and TCCF dated May 28, 1996, for times not  
23 covered by settlements and adjustments made by BellSouth regarding ESSX®  
24 Service.

25



1 Q. IF BELLSOUTH HAS NOT PROVIDED TCCF WITH ESSX® SERVICE IN  
2 COMPLIANCE WITH THE PARTIES' RESALE AGREEMENT, WHAT  
3 ACTION, IF ANY, SHOULD THE COMMISSION TAKE?  
4

5 A. BellSouth believes that no action is required by the Commission. TCCF  
6 should never have had the ability to resell BellSouth's ESSX® Service, as a  
7 grandfathered service, to new customers. Even though TCCF was permitted to  
8 resell this grandfathered service for a two-year period, that does not mean that  
9 TCCF should be allowed to continue violating its Resale Agreement as well as  
10 the tariff that grandfathered BellSouth's ESSX® Service in May, 1996.  
11 Neither should TCCF be allowed to ignore this Commission's Order regarding  
12 the resale of grandfathered services.  
13

14 Q. WOULD YOU PLEASE SUMMARIZE YOUR TESTIMONY?  
15

16 A. TCCF has received the pricing benefit associated with a seventy-three month  
17 pricing arrangement for BellSouth's ESSX® Service, as well as the ability to  
18 resell that grandfathered service to new customers for the past two years.  
19 BellSouth has even compensated TCCF for problems associated with  
20 provisioning this grandfathered service, which should not have been available  
21 for resale to new customers. The parties' resale agreement, the tariff which  
22 grandfathered ESSX® Service, as well as this Commission's Order No. PSC-  
23 96-1579-FOF-TP, confirms that BellSouth's ESSX® Service is not available  
24 for resale to new customers. The fact that TCCF was given the ability to resell  
25 this service to new customers in error does not mean that the Commission

1 should continue to allow TCCF to violate the tariff and to ignore this  
2 Commission's ruling with respect to the resale of grandfathered services.

3

4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5

6 A. Yes.

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**Agreement Between BellSouth Telecommunications, Inc. and The Telephone Company of Central Florida Regarding The Sale of BST's Telecommunications Services to Reseller For The Purposes of Resale**

THIS AGREEMENT is by and between BellSouth Telecommunications, Inc., ("BellSouth or Company"), a Georgia corporation and The Telephone Company of Central Florida, ("Reseller") FLORIDA corporation and shall be deemed effective as of ~~June 1~~, 1996.

MAY 28 END  
WITNESSETH

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

WHEREAS, Reseller is an alternative local exchange telecommunications company authorized to provide telecommunications services in the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

ENR

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows:

I. Term of the Agreement

MAY 28

ENR

A. The term of this Agreement shall be two years, beginning ~~June 1~~, 1996 and shall apply to all of BellSouth's serving territory as of January 1, 1996 in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

B. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

C. The rates pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

ENR 5-28-96

## II. Definition of Terms

- A. **CUSTOMER CODE** means the three digit number following a customer's telephone number as shown on the customer's bill.
- B. **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as toll, directory assistance, etc.
- C. **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company .
- D. **END USER** means the ultimate user of the telecommunications services.
- E. **END USER CUSTOMER LOCATION** means the physical location of the premises where an end user makes use of the telecommunications services.
- F. **NEW SERVICES** means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- G. **OTHER LOCAL EXCHANGE COMPANY (OLEC)** means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
- H. **RESALE** means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").
- I. **RESALE SERVICE AREA** means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resold local exchange telecommunications service.

## III. General Provisions

- A. Reseller may resell the tariffed local exchange, including Centrex type services available under Section A12 of the Florida tariff, and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; and contract service arrangements.
- B. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.
- C. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.

D. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

F. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller

G. Reseller shall not interfere with the right of any person or entity to obtain service directly from the Company.

H. The current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. The Company will not, however, make the end user's previous telephone number available to Reseller until the end user's outstanding balance has been paid. If Reseller requests service for an end user that has been denied service or disconnected for non-payment by BellSouth, and the end user still has an outstanding balance with the Company, the Company will establish service for that end user through Reseller. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporarily suspended for nonpayment and subject to complete disconnection. Reseller is entitled to the same conditions contained in this paragraph.

I. Telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.

K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

M. The Company can refuse service when it has grounds to believe that service will be in violation of the law.

N. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.

O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.

P. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

Q. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by it.

R. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

S. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

#### IV. BellSouth's Provision of Services to Reseller

A. Reseller agrees that its resale of BellSouth services shall be as follows:

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

of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

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

3. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.38.

4. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at the rate of 0.000590 per day, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C. Reseller may resell services only within the specific resale service area as defined in its certificate.

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

V. Maintenance of Services

A. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

B. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

C. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.

- D. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users.
- E. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.
- F. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- G. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- H. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

#### VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("CCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.
- D. When an existing customer of the Company switches to Reseller, Reseller must provide the Company with the Customer Code or Codes, when multiple codes apply, for that end user.
- E. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.
- F. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.
- G. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service



with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	\$19.41
(b) each Public or Semi-Public line	\$34.19

H. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

I. Such deposit may not exceed two months' estimated billing.

J. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

K. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

L. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

M. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

#### VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing

disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

E. The Company will bill Reseller in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

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

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

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

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

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company, or

2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

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

L. Until such time as the Company receives permission from the FCC to bill the End User Common Line (EUCL) charge to Reseller, the Company will, on an interim basis, bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

	Monthly Rate
1. Residential	
(a) Each Individual Line or Trunk	\$3.50
2. Single Line Business	
(b) Each Individual Line or Trunk	\$3.50
3. Multi-line Business	
(c) Each Individual Line or Trunk	\$6.00

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

N. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon Reseller.

#### VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.

2. At the request of Reseller, the Company will disconnect a Reseller end user customer.

3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.

4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.

5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

3. In payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user

or Reseller, upon payment of the appropriate connection fee and subject to the Company's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

#### IX. Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller

C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.

2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller

3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.

D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller

**X. Treatment of Proprietary and Confidential Information**

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible forms and clearly marked with a confidential, private or proprietary legend or when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

**XI. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Florida Public Service Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Florida Public Service Commission concerning this Agreement.

**XII. Limitation of Use**

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

**XIII. Waivers**

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

**XIV. Governing Law**

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

XV. Arm's Length Negotiations

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

XVI. Notices

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

BellSouth Telecommunications, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reseller ERDOR RIPPER  
THE TELEPHONE CO. OF CENTRAL FLORIDA  
SUITE 210, 3551 W. LAKE MARY BLVD.  
LAKE MARY, FL. 32746

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

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

XVIII. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XVII. Entire Agreement

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

BellSouth Telecommunications, Inc.

BY: [Signature]  
Signature

NAME: RC SCHEYE  
Printed Name

TITLE: SR DR - STRAT MGMT

Reseller

BY: [Signature]  
Signature

NAME: ERDOR N. RIPPER III  
Printed Name

TITLE: PRESIDENT

EXHIBIT "A"

APPLICABLE DISCOUNTS

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

<u>STATE</u>	<u>RESIDENCE</u>	<u>DISCOUNT</u>	<u>BUSINESS</u>
ALABAMA	10¢		10¢
FLORIDA	18¢		12¢
GEORGIA	11.6¢		9.6¢
KENTUCKY	10¢		8¢
LOUISIANA	11¢		10¢
MISSISSIPPI	9¢		8¢
NORTH CAROLINA	12¢		9¢
SOUTH CAROLINA	10¢		9¢
TENNESSEE	11¢		9¢

If a state commission orders a discount different from those specified above, and if Company has provided those discounts to another reseller, those same discounts will be offered to Reseller.

EWK  
5-29-96



**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT  
FOR RESOLD LOCAL EXCHANGE LINES OR  
SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS**

This agreement, effective as of MAY 29, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and THE TELEPHONE COMPANY OF CENTRAL FLORIDA, ("Local Exchange Company").

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

**I. SCOPE**

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with BST exchange lines used for Local Exchange Company's resale of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

*LW 5-29-96*  
*EAR*  
*5-29-96*

## II. DEFINITIONS

- 2.01. **Billing number** - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- 2.02. **Line number** - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- 2.03. **Special billing number** - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- 2.04. **Calling Card number** - a billing number plus PIN number assigned by BST.
- 2.05. **PIN number** - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- 2.06. **Toll billing exception indicator** - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- 2.07. **Billed Number Screening** - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 2.08. **Calling Card Validation** - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 2.09. **Billing number information** - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

### III. RESPONSIBILITIES OF PARTIES

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

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

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

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

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

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

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

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users.

Additionally, Local Exchange Company understands that presently BST has no method to

differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

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

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

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

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

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

#### IV. COMPLIANCE

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

#### V. TERMS

This Agreement will be effective as of May 29, 1996, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

#### VI. FEES FOR SERVICE AND TAXES

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

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determine by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

#### VII. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of

negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

#### VIII. LIMITATION OF LIABILITY

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

**IX. MISCELLANEOUS**

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

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

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

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



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

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

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

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

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Robert Wilhelm  
Title: DIRECTOR  
Date: 5-30-96  
Address: 1675 W. PEACHTREE ST.  
ATLANTA GA 30375  
SUITE 11415

THE LOCAL EXCHANGE COMPANY

By: Lee N. Payne AS  
Title: PRESIDENT  
Date: 5-29-96  
Address: THE TELEPHONE COMPANY OF CENTRAL FLORIDA  
3551 W. LAKE MARY BLVD., SUITE 210  
LAKE MARY, FL 32746

FLORIDA  
ISSUED: July 1, 1996  
BY: Joseph P. Lacher, President - FL  
Miami, Florida

EFFECTIVE: July 15, 1996

**A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS<sup>1</sup>** (N)

**A112.2 Centrex-CO Service (Cont'd)**

**A112.2.6 Rates and Charges (Cont'd)**

- D. Auxiliary Services for Systems served from No. 1 ESS Type Central Office Equipment (Group "A" and "B" Services) (Cont'd)
  - 3. Centrex-CO Arrangement for Centralized Attendant Service from No. 1 Electronic Switching Service. (Cont'd)
    - b. Rates and Charges (Cont'd)
      - (2) Release Link Trunk Terminal Equipment - BRANCH Locations<sup>2,3</sup> (Cont'd)

	Feature Establishment Charge	Monthly Rate	USOC ECS
(d) Release Link Trunk, additional terminations after the first two, each	\$20.00	\$19.00	ECS
(3) CAS Attendant Console Equipment			
(a) Each <sup>4</sup>	-	-	NA
(4) Uniform Numbering			
(a) Per CENTREX-CO Location	16.00	-	NA
(b) Each 100 numbers or fraction thereof	11.00	-	NA

**A112.3 ESSX-1 Service**

(Obsoleted 05/30/96, Type 4) Service rates and charges in this section are not available for new installations, moves, transfers of service or replacements of existing service.

**Obsolescence Rules**

- 1. ESSX-1 service subscribers under a month-to-month payment option will be allowed to maintain their existing service at month-to-month rates until 12/31/98.  
On or prior to 12/31/98 ESSX-1 service month-to-month subscribers must; 1) convert their entire ESSX-1 service account to MultiServ<sup>®</sup> service or MultiServ PLUS<sup>®</sup> service as described in A12.20 and A12.21 respectively of this Tariff; or 2) subscribe to an alternate service.

- Note 1:** Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.
- Note 2:** Each rate element shown provides only the basic release link trunk termination equipment facilities located at the central office where the basic Centrex-CO service is provided and is in addition to other rates and charges applicable for the associated Centrex-CO service and Private Line Services and Channels.
- Note 3:** Each Release Link Trunk termination requires 2 channels between the MAIN and BRANCH locations. Release Link Trunk Termination Equipment charges are in lieu of Tie-Line and Miscellaneous Line Termination charges.
- Note 4:** Apply rates and charges as specified in Section A112.1.8.A.2. of this Tariff for Data Link

<sup>1</sup> Service Mark of BellSouth Corporation

ISSUED: July 1, 1996  
BY: Joseph P. Lacher, President - FL  
Miami, Florida

EFFECTIVE: July 15, 1996

## A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS<sup>1</sup>

(N)

### A112.3 ESSX-1 Service (Cont'd)

2. ESSX-1 service subscribers under contract will be allowed to maintain their ESSX-1 service until the expiration date of their contract or until 12/31/98 if their contract expires prior to that date. Upon expiration of their contract or by 12/31/98, ESS-1 service subscribers must disconnect their ESSX-1 and either; 1) convert their entire ESS-1 service account to MultiServ<sup>®</sup> service or MultiServ PLUS<sup>®</sup> service as described in A12.20 and A12.21 respectively of this Tariff; or 2) subscribe to an alternate service.

#### A112.3.1 Auxiliary Services

##### A. Attendant Service

##### 1. 50A Consoles

(Obsoleted October 5, 1981, Type 3)

##### a. General

- (1) The 50A Console will be furnished under Plan 1 or Plan 2 in accordance with regulations as stated in Section A22. of this Tariff.
- (2) The 50A Consoles are provided only where the central office serving the ESSX-1 System has been arranged for use with such consoles.
- (3) One-way call splitting is provided and allows the attendant to exclude only the incoming calling party while announcing the incoming call to the called party.
- (4) The 50A Consoles are available only equipped with a Touch-Tone<sup>®</sup> dial and therefore, rates and charges for Touch-Tone<sup>®</sup> Calling Service as specified in Section A13. of this Tariff will apply.
- (5) The Direct Station Selection (DSS) capability is only available with the 131 and 151 type console and is included in the console rate. The ESSX-1 station lines equipped for DSS must be in consecutive one hundred station number group(s). Station lines equipped for DSS may, as an option, be equipped for station line visual busy indication on a "per key" basis. Where more than one console is equipped for the DSS and station busy lamp indication feature, the DSS and station busy indication on the second console are a multiple appearance of the first console. Only two consoles may be equipped with the DSS-Busy Lamp Field (BLF). The ESS-BLF feature can be provided only to the main stations at the same location as the consoles.
- (6) The ESSX-1 Primary Feature Package at rates as specified in Section A112.1.8.C.1. of this Tariff is required with each ESSX-1 circuit designated as a Console Access Loop.
- (7) Each ESSX-1 circuit (Console Access Loop), terminating on a console loop key requires a Loop Terminating Equipment.
- (8) Console Access Loops are required between the No. 1 ESS serving the ESSX-1 System and the console location. These facilities are used to complete incoming calls for the listed directory number and may be arranged for completing dial "0" traffic. In addition, Console Access Loops have the same capabilities as ESSX-1 station lines. Console Access Loops terminate directly on apparatus of a specific console. Multiple appearances of a Console Access Loop are not provided.
- (9) Night Service is provided by use of the Night Trunk Answer Any Station or the Directed Call Pickup optional feature of the ESSX-1 System on the listed directory number.

**Note 1:** Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

ISSUED: July 1, 1996  
BY: Joseph P. Lacher, President - FL  
Miami, Florida

EFFECTIVE: July 15, 1996

**A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS<sup>1</sup>** (N)

**A112.3 ESSX-1 Service (Cont'd)**

**A112.3.1 Auxiliary Services (Cont'd)**

**A. Attendant Service (Cont'd)**

**1. 50A Consoles (Cont'd)**

**a. General (Cont'd)**

- (10) Control channels are required for various console optional features as indicated and are provided at the appropriate rates and charges as specified.
- (11) Time and Material Charges apply to all customer requested installations, moves, changes, removals, rearrangements, and maintenance of premises wiring performed by the Company on the customer's premises, except as excluded or otherwise provided for in Section A4 of this Tariff.

**b. Rates**

**(1) Common Equipment for 50A Consoles**

	Monthly Rate	USOC
(a) Attendant access circuit (one required per loop termination equipment), each	\$5.40	EAS
(2) Console Access Loop <sup>2</sup>		
(a) Each (maximum of 14 per console <sup>2</sup> )	16.65	EAR
(3) Common Equipment for Optional Features		
(a) Circuit group busy (one required per circuit group busy indication), each	3.05	EAX
(b) Position busy <sup>3</sup> (position busy may not be provided for a one position arrangement), per console	5.10	CXJ
(c) Multiple Position Hunt for ESSX-1 systems provided with more than one 50A Console, per system <sup>4</sup>	34.20	CXH
(d) Fixed night service <sup>5</sup>	5.40	CXX
(4) Customer Premises Equipment... Consoles etc.		

See Section A114. of this Tariff for rates and charges for 50A Consoles and associated customer premises equipment.

**Note 1:** Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

**Note 2:** See Section A112. for charges applicable for associated ESSX-1 Primary Feature Package and optional features.

**Note 3:** For charges applicable for associated Supervisory Control Channels, see A13.1, Type 1105 Channel.

**Note 4:** Charges for the appropriate line hunting arrangements associated with multiple position hunt are specified in Section A112.1.8.C.2.b.(16).

**Note 5:** See Section A112.1.8.C.1. for charges applicable for associated ESSX-1 Primary Feature Package and optional features.

ISSUED: July 1, 1996  
BY: Joseph P. Lacher, President - FL  
Miami, Florida

EFFECTIVE: July 15, 1996

## A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS<sup>1</sup>

(N)

### A112.3 ESSX-1 Service (Cont'd)

#### A112.3.1 Auxiliary Services (Cont'd)

##### B. Auxiliary Attendant Features

(Obsoleted 9-24-79, Type 3, Tariff Reference Section A12.1.8.B.1)

##### 1. Attendant Control of Facilities

(See A12.1.8 for Rates and Charges)

#### A112.3.2 Reserved for Future Use

### A112.4 Reserved for Future Use

### A112.5 Electronic Tandem Switching Features

(Obsoleted 05/30/96, Type 4) Service rates and charges in this section are available for inward activity of existing subscribers only as specified in the obsolescence rules stated in A112.26. Not available for new service or entire moves of service to new locations.

#### A112.5.1 Regulations

##### A. Explanation of Terms

(Obsoleted 6-28-89, Type 2. Not offered for new installations on or after the specified obsoleted date.)

##### 1. Station Message Detail Recording to Premises (SMDR-P)

SMDR-P provides a record, on magnetic tape equipment located at the customer's premises, of calls originating from ESSX<sup>®</sup> service/ Centrex-CO main station lines to locations outside the same ESSX<sup>®</sup> service/ Centrex-CO System. Facility groups may also be designated as requiring originating and/or terminating records.

Account Codes - Account codes are an SMDR-P option which permit a main station line user to dial a series of digits (code) which will appear in the SMDR-P record for that particular call. The Account Code can be used by the customer for account or project identification. Adding an Account Code to a call, where arrangements have been made to provide this capability, is at the discretion of the main station line user. Each customer's Account Code must contain the same number of digits, not to exceed eight, and must not conflict with on-network code assignments.

##### B. Station Message Detail Recording To Premises (SMDR-P)

1. SMDR-P is not represented to be a provision of billing detail.
2. Station message detail records will be provided on terminal equipment located at the customer's premises at the rates and charges specified in A112.5.2 following.
3. The customer must provide compatible equipment located at his premises to record the SMDR-P Data.
4. Processing of message detail information (SMDR-Basic) by the Company's accounting center is not provided with this arrangement.

**Note 1:** Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

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