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12:00  
FPSC - Records/Reporting

MEMORANDUM

April 9, 1998

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (FLEMING) *SRF MB*

RE: DOCKET NO. 980028-TP - REQUEST FOR APPROVAL OF RESALE AGREEMENT BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC. AND ADVANCED CELLULAR CORPORATION PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996.

98-0505-FDF-TP

Attached is an ORDER APPROVING RESALE AGREEMENT, to be issued in the above-referenced docket.

(Number of pages in order -20)

*See 1 & 2*

SRF/lw

Attachment

cc: Division of Communications (Greer)

I:980028OR.SRF

*0 for  
3 mailed*

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of resale agreement between BellSouth Telecommunications, Inc. and Advanced Cellular Corporation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

DOCKET NO. 980028-TP  
ORDER NO. PSC-98-0505-FOF-TP  
ISSUED: April 13, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman  
J. TERRY DEASON  
SUSAN F. CLARK  
JOE GARCIA  
E. LEON JACOBS, JR.

ORDER APPROVING RESELL AGREEMENT

BY THE COMMISSION:

On January 6, 1998, Bellsouth Telecommunications, Inc. (BellSouth) and Advanced Cellular Corporation (Advanced) filed a request for approval of a resale agreement under the Telecommunications Act of 1996, 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

This agreement covers a 2-year period and governs the relationship between the companies regarding the resale of tariffed telecommunication services. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for

DOCKET NO. 980028-TP

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FLORIDA PUBLIC SERVICE COMMISSION

ORDER NO. PSC-98-0505-FOF-TP  
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interconnection and each service or network element included in the agreement. The agreement states that telecommunications services provided by Bellsouth for resale will be available for purchase by Advanced at a discount rate of 21.83% for residential services and 16.81% for business services.

Upon review of the proposed agreement, we find that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. Bellsouth and Advanced must file any supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

Based on the foregoing, it is

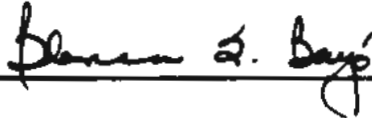
ORDERED by the Florida Public Service Commission that the resale agreement between BellSouth Telecommunications, Inc. and Advanced Cellular Corporation, as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that this docket shall be closed.

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BY ORDER of the Florida Public Service Commission this 13th  
day of April, 1998.



BLANCA S. BAYO, Director  
Division of Records and Reporting

(S E A L)

SRF

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

*legal*



Bellsouth Telecommunications, Inc. 251 251-7100  
Suite 400 Fax 251 251-4200  
190 South Main Street  
Tallahassee, Florida 32301-1000

A. M. Lombardo  
Regulatory Vice President  
RECEIVED  
JAN A 1998  
LEGAL DIVISION  
980028-7P

January 5, 1998

Mrs. Blanca S. Bayo  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Stannard Oak Boulevard  
Tallahassee, Florida 32399

Re: Approval of the Blanket Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Advanced Cellular Corporation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Advanced Cellular Corporation are submitting to the Florida Public Service Commission their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Advanced Cellular Corporation.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Advanced Cellular Corporation within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

*A. M. Lombardo*  
Regulatory Vice President  
*(al)*

DOCUMENT NUMBER DATE  
00171 JAN-68  
FPSC-RECORDS/REPORTING

**Agreement Between BellSouth Telecommunications, Inc. and Advanced Cellular Corporation  
Regarding The Sale of BellSouth Telecommunications Services to Advanced Cellular Corporation  
For The Purpose of Resale**

**THIS AGREEMENT** is by and between BellSouth Telecommunications, Inc. ("BellSouth or Company"), a Georgia corporation, and Advanced Cellular Corporation ("Advanced Cellular"), a Florida corporation, and shall be deemed effective as of December 1, 1997.

**WITNESSETH**

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

**WHEREAS**, Advanced Cellular is or seeks to become an alternative local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, Advanced Cellular desires to resell BellSouth's telecommunications services; and

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

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

**I. Term of the Agreement**

- A. The term of this Agreement shall be two years beginning December 1, 1997 and shall apply to all of BellSouth's serving territory as of January 1, 1997 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.

The rates pursuant by which Advanced Cellular 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.

**II. Definition of Terms**

- A. **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 non-recurring, monthly recurring, toll, directory assistance, etc.

- B. **DEPOSIT** means amounts provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.
- C. **END USER** means the ultimate user of the telecommunications services.
- D. **END USER CUSTOMER LOCATION** means the physical location of the premises where an end user makes use of the telecommunications services.
- E. **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.
- F. **OTHER LOCAL EXCHANGE COMPANY (OLEC)** means a telephone company certified by the public service commission of the Company's franchised area to provide local exchange service within the Company's franchised area.
- G. **RESALE** means an activity whereby a certified OLEC, such as Advanced Cellular, subscribes to the telecommunications services of the Company and then resells those telecommunications services to the public (with or without "adding value").
- H. **RESALE SERVICE AREA** means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Advanced Cellular, may offer resale local exchange telecommunications service.

### III. General Provisions

- A. Advanced Cellular may resell the certified local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.  
  
BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
- B. Advanced Cellular may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
  - 1. Advanced Cellular must resell services to other end users.
  - 2. Advanced Cellular must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams.

3. **Advanced Cellular must be an alternative local exchange telecommunications company for the single purpose of calling to themselves.**
- C. **The provision of services by the Company to Advanced Cellular does not constitute a joint undertaking for the furnishing of any service.**
- D. **Advanced Cellular will be the customer of record for all services purchased from Baltimore. Except as specified herein, the Company will take action from, bill and accept payment from Advanced Cellular for all services.**
- E. **Advanced Cellular 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.**
- F. **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.**
- G. **The Company maintains the right to serve directly any end user within the service area of Advanced Cellular. 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 Advanced Cellular.**
- H. **Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.**
- I. **Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Advanced Cellular 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 Advanced Cellular.**
- 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 used in violation of the law.**
- N. **The Company accepts no responsibility to any person for any unlawful act committed by Advanced Cellular or its end users as part of providing service to Advanced Cellular 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 Advanced Cellular will be directed to Advanced Cellular. The Company will bill Advanced Cellular for implementing any requests by law enforcement agencies regarding Advanced Cellular end users.**



- P. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:**
1. Interfere with or impair service over any facilities of the Company, its affiliates, or its contracting and contracting 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. Advanced Cellular assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Advanced Cellular.**
- R. Facilities and/or equipment utilized by BellSouth to provide service to Advanced Cellular 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.**
- T. BellSouth will provide customer record information to Advanced Cellular provided Advanced Cellular has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.**
1. Advanced Cellular agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Advanced Cellular. Advanced Cellular will adhere to the BellSouth guidelines associated with each method of providing customer record information.
  2. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Advanced Cellular who utilizes the services.
- U. BellSouth will provide certain related messaging services to Advanced Cellular for resale of messaging services without the wholesale discount.**
- V. BellSouth's Inside Wire Maintenance Plans may be made available for resale as rates, terms and conditions as set forth by BellSouth and without the wholesale discount.**
- W. All costs incurred by BellSouth for providing services to Advanced Cellular that are not covered in the BellSouth tariffs shall be recovered from the Advanced Cellular(s) who utilize these services.**

**IV. BellSouth's Provision of Services to Advanced Cellular**

- A. Advanced Cellular 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 Advanced Callbar is a telecommunications service that serves greater than 5 percent of the Nation's production-line users then, Advanced Callbar shall not justify market in local ATA services with the telecommunications services purchased from BellSouth pursuant to the Agreement in any of the states covered under the Agreement. For the purposes of this subsection, a jointly market means any advertisement, including either or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and local ATA services offered by Advanced Callbar are packaged, sold, handled, discussed or offered together in any way to the end user. Such offers include, but are not limited to, sales contracts, resale arrangements, sales quotas or billing agreements. This subsection shall be void and of no effect for a particular state covered under the Agreement as of February 5, 1999 or on the date BellSouth is substituted to offer local ATA services in that state, whichever is earlier.
3. Hotl and Shanghai FOX services are the only telecommunications services available for resale to Hotl/Hotlnet and Shanghai and users, respectively. Similarly, Access Line Service for Customer Provided Call Telephones is the only local service available for resale to Independent Physician Provider (IPP) customers. Shared Trunked Service customers can only be sold these telecommunications services available to the Company's ADS Shared Trunked Service Tariff.
4. Advanced Callbar is prohibited from bundling both the sold and measured user services on the same business premises in the same advertisement (and users) as stated in A3 e; the Company's Tariff except for bundling services as indicated in the applicable area under Section A3.
5. If telephone service is established and it is subsequently discontinued due the class of service, restrictions has been violated, Advanced Callbar will be entitled and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, both billing, and income as described in this subsection shall apply at the Company's sole discretion. However it is now as set forth in Section A3 of the General Subscriber Service Tariff and Section B2 of the Firms Line Service Tariff for the applicable area, compensation only for the number of days from the last billing date to and including the date that Advanced Callbar actually makes the payment to the Company may be assessed.
6. The Company reserves the right to periodically audit services purchased by Advanced Callbar to establish accountability of use. Such audits shall not occur more than once in a calendar year. Advanced Callbar shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of field audits.
7. Resale services can only be used in the same manner as specified in the Company's Tariff. Resale 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 Tariff. Specific write numbers, e.g. a unique alternative per month, shall not be assigned to resale services. Resale services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A3d, of the Company's Tariff relating to Shared Trunked Service.
8. Advanced Callbar may resale services only within the specific resale service area as defined in its certificate.
9. Telephones numbers purchased via any resale service feature are licensed solely for the use of the end user of the feature. Resale of this information is prohibited.
10. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Advanced Callbar is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

**V. Maintenance of Service**

- A. Advanced Cellular will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.
- B. Services rendered under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.
- C. Advanced Cellular or its end users may not rewire, 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.
- D. Advanced Cellular accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- E. Advanced Cellular will be the Company's single point of contact for all repair calls on behalf of Advanced Cellular's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Advanced Cellular will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Advanced Cellular accepts responsibility for adhering to the Company's processing guidelines prior to returning the trouble to the Company.
- H. The Company will bill Advanced Cellular 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.
- I. The Company reserves the right to contact Advanced Cellular'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, Advanced Cellular will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Advanced Cellular. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") 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 designed by the Company.
- C. When notification is received from Advanced Cellular that a current customer of the Company will subscribe to Advanced Cellular's service, standard service order intervals for the appropriate class of service will apply.

- D. The Company will not require end user confirmation prior to establishing service for Advanced Cellular's end user customer. Advanced Cellular must, however, be able to demonstrate end user authorization upon request.
- E. Advanced Cellular will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to existing services except that the Company will accept a request directly from the end user for conversion of the end user's service from Advanced Cellular to the Company or will accept a request from another OLSC for conversion of the end user's service from Advanced Cellular to the other LSC. The Company will notify Advanced Cellular that such a request has been processed.
- F. If the Company determines that an unauthorized change in local service to Advanced Cellular has occurred, the Company will reestablish service with the appropriate local service provider and will assess Advanced Cellular as the OLSC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13. Appropriate recovering charges, as set forth in Section AA. of the General Subscriber Service Tariff, will also be assessed to Advanced Cellular. These charges can be adjusted if Advanced Cellular provides satisfactory proof of authorization.
- G. In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
1. Such security deposit shall take the form of an irrevocable Letter of Credit or other form of security acceptable to the Company. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts owing for the service.
  2. If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
  3. Such security deposit may not exceed two months' estimated billing.
  4. The fact that a security deposit has been made in no way relieves Advanced Cellular 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.
  5. The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
  6. In the event that Advanced Cellular defaults on its account, service to Advanced Cellular will be terminated and any security deposits held will be applied to its account.
  7. In the case of a cash deposit, interest at a rate as set forth in the appropriate BellSouth tariff shall be paid to Advanced Cellular during the continuance of the security deposit. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Advanced Cellular by the annual date.

#### VII. Payment And Billing Arrangements

- A. When the initial service is ordered by Advanced Cellular, the Company will establish an accounts receivable master account for Advanced Cellular.
- B. The Company shall bill Advanced Cellular on a current basis all applicable charges and credits.
- C. Payment of all charges will be the responsibility of Advanced Cellular. Advanced Cellular shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Advanced Cellular from Advanced Cellular's customer. The Company will not become involved in billing disputes that may arise between Advanced Cellular 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 Advanced Cellular's accounts.
- E. The Company will bill Advanced Cellular, in advance, charges for all services to be provided during the coming billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual and 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 911 charges, telecommunications relay charges, and franchise fees, to Advanced Cellular.
- 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.
  1. If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.
- G. Upon proof of tax exempt certification from Advanced Cellular, the next amount billed to Advanced Cellular will not include any taxes due from the end user. Advanced Cellular will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services rendered to the end user.
- H. As the customer of record, Advanced Cellular will be responsible for, and remit to the Company, all charges applicable to its record services for emergency services (911 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 as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.
- J. Any switched access charges associated with interexchange carrier access to the world local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Advanced Cellular.

- K. The Company will not perform billing and collection services for Advanced Cellular 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. Pursuant to 47 CFR Section 91.417, the Company will bill Advanced Cellular and user customers the charges identified to the end user customer base charges the Company bills to end users.
- M. In general, the Company will not become involved in disputes between Advanced Cellular and Advanced Cellular's end user customers over retail services. If a dispute does arise that cannot be settled without the involvement of the Company, Advanced Cellular 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 Advanced Cellular to resolve the matter to as timely a manner as possible. Advanced Cellular may be requested to submit documentation to substantiate the claim.

**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 Advanced Cellular's end user on behalf of, and at the request of, Advanced Cellular. Upon notification of the end user's service, returned charges will apply and will be the responsibility of Advanced Cellular.
2. At the request of Advanced Cellular, the Company will discontinue a Advanced Cellular end user customer.
3. All requests by Advanced Cellular for denial or discontinuance of an end user for nonpayment must be in writing.
4. Advanced Cellular will be made solely responsible for notifying the end user of the proposed discontinuance of the service.
5. The Company will continue to process calls made to the Anonymous Call Center and will advise Advanced Cellular when it is determined that emergency calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Advanced Cellular neither the end user against any claim, loss or damage arising from providing this information to Advanced Cellular. It is the responsibility of Advanced Cellular to take the necessary action necessary with its customers who make emergency calls. Failure to do so will result in the Company's discontinuing the end user's service.

**B. The procedures for discontinuing service to Advanced Cellular 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 non-compliance by Advanced Cellular of the rules and regulations of the Company's Tariff.
2. If payment of accounts is not received by the bill day in the month after the original bill day, the Company may provide written notice to Advanced Cellular, that additional applications for services will be reduced 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 receive additional applications for service on the date specified in the notice, and Advanced Cellular's

noncontingent customer, writing extended through shall preclude the Company's right to refuse additional equipment for service without further notice.

3. If payment of amount is not received, or arrangements made, by the bill day in the second consecutive month, the amount will be considered in default and will be subject to default or discontinuance, or both.
4. If Advanced Cellular fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and terms herein specified, the Company may, on thirty days written notice to the person designated by Advanced Cellular to receive notices of noncompliance, discontinue the provision of existing services to Advanced Cellular 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 day notice, and Advanced Cellular's noncompliance continues, written extended bills shall preclude the Company's right to discontinue the provision of the services to Advanced Cellular without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, Advanced Cellular's services will be discontinued. Upon discontinuance of service on a Advanced Cellular's contract, service to Advanced Cellular's end user will be denied. The Company will also reimburse service at the request of the end user or Advanced Cellular upon payment of the appropriate connection fee and subject to the Company's normal equipment procedures. Advanced Cellular is solely responsible for notifying the end user of the proposed discontinuance of the service.
6. If within fifteen days after an end user's service has been denied no account has been made in reference to restoring service, the end user's service will be discontinued.

#### IX. Liability

- A. The liability of the Company for damages arising out of exclusion, omission, interruption, preemption, delays errors or omissions in transmission, or failures or delays in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Advanced Cellular, 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 Advanced Cellular for the period of service during which such exclusion, omission, interruption, preemption, delay, error or failure in transmission or delay or failure in facilities occur. The Company shall not be liable for damage arising out of exclusion, omission, interruption, preemption, delay, error or failure in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents encountered over the service of the Company, (1) caused by customer-provided equipment (except when a connecting error in the manufacturing 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 provided 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 Advanced Cellular against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorney's 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 Advanced Cellular.

- C. The Company shall be indemnified, defended and held harmless by Advanced Cellular under the end user against any claims, loss or damage arising from the use of services offered for resale involving:
1. Claims for theft, misuse, invasion of privacy or infringement of copyrights arising from Advanced Cellular's or end user's own communications.
  2. Claims for patent infringement arising from use, marketing or using Company services in connection with facilities or equipment furnished by the end user or Advanced Cellular.
  3. All other claims arising out of an act or omission of Advanced Cellular or its end user in the course of using services.
- B. Advanced Cellular accepts responsibility for providing secure for customer programs of any service made under the provisions of this Trade. The Company shall not be responsible for any failures on the part of Advanced Cellular with respect to any end user of Advanced Cellular.

#### 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 such source information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer source data and the information (hereinafter collectively referred to as "Information"). Both parties agree that all information that either is in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the information is communicated orally, it shall also be understood that the information is confidential, private or proprietary. This 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 prevent 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 company to this Agreement; 2) lawfully disclosed 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 applicable state Public Service Commission for a resolution of the dispute. However, each party reserves any right it may have to seek judicial review of any ruling made by that 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:

**Bullfinch Telecommunications, Inc.**

CLEC Account Team  
3535 Colonnade Parkway  
Room 5481  
Birmingham, AL 35243

**Advanced Cellular Corporation**

James J. Lewis  
3734 Central Avenue  
St. Petersburg, FL 33711  
(813) 327-3355 Fax - (813) 327-8752

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

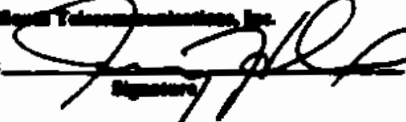
B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notices by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall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

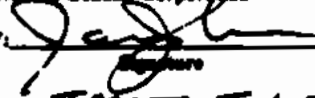
**XVII. Amendments**

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

**XVIII. 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.

Bullfinch Telecommunications, Inc.  
BY:   
Signature  
NAME: James J. Lewis  
Printed Name  
TITLE: Director  
DATE: 12/2/97

Advanced Cellular Corporation  
BY:   
Signature  
NAME: JAMES J. LEWIS  
Printed Name  
TITLE: CEO  
DATE: 26 NOV 97

**EXHIBIT "A"**  
**APPLICABLE DISCOUNTS**

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

<b>DISCOUNT</b>		
<b>STATE</b>	<b>REFERENCE</b>	<b>DISCOUNT</b>
ALABAMA	17%	17%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.50%
LOUISIANA*	20.72%	20.72%
MISSISSIPPI	15.72%	15.72%
NORTH CAROLINA	21.3%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

\* Effective as of the Commission's Order in Louisiana Docket No. U-22029 dated November 12, 1996.

\*\* The Wholesale Discount is set as a percentage off the tariffed rate. If OLBC provides its own operator services and directory services, the discount shall be 21.50%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 98-01331 dated January 17, 1997.

EXHIBIT B

Type of Service	AL		FL		GA		KY		LA	
	Bank?	Discount?	Bank?	Discount?	Bank?	Discount?	Bank?	Discount?	Bank?	Discount?
1 Grandfathered Service	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Cocontract Service Arrangements	None 2	None 2	Yes	Yes	Yes	No	Yes	No	None 2	None 2
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5 Lifeline/Link Up Service	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6 911/911 Service (See Note 10)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7 911 Service (See Note 10)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 Ad-Free <sup>1</sup> (See Note 10)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall <sup>2</sup>	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Charge	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Renewing Charge	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service	MS		NC		SC		TN	
	Bank?	Discount?	Bank?	Discount?	Bank?	Discount?	Bank?	Discount?
1 Grandfathered Service	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Cocontract Service Arrangements	None 2	None 2	None 6	None 6	Yes	No	Yes	Yes
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None 1
4 Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5 Lifeline/Link Up Service	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None 4
6 911/911 Service (See Note 10)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 911 Service (See Note 10)	No	No	No	No	Yes	Yes	Yes	Yes
8 Ad-Free <sup>1</sup> (See Note 10)	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall <sup>2</sup>	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Service	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Charge	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Renewing Charge	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Applicable Notes:

- Grandfathered services can be rescinded only to existing subscribers of the grandfathered service.
- Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
  - the stated tariff rate, less the wholesale discount;
  - the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate).
- Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Tennessee, Reseller shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Reseller must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. Reseller is responsible for recovering the Subscriber Line Charge from the National Exchange Carrier Association interstate toll settlement pool just as BellSouth does today. The maximum rate that Reseller may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.
- In Louisiana and Mississippi, all Cocontract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order will not be eligible for resale.

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**EXHIBIT B**

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- 6 In North Carolina, Contract Service Arrangements entered into by BellSouth before 4/1/97, shall be subject to resale at no discount, while BellSouth CSAs entered into after that date shall be subject to resale with the discount.
- 7 Some of BellSouth's local exchange and toll interconnection services are not available in certain central offices and areas.
- 8 AdWent<sup>SM</sup> is limited to BellSouth<sup>®</sup> ADI Virtual Number Call Detail Service.
- 9 In Alabama, Contract Service Arrangements entered into prior to 2/1/97 are not available for resale. CSAs entered into between 2/1/97 and 3/1/97 are available for resale without a discount to the state class to which the CBA is applicable. CSAs entered into effective 3/1/97 and later are available for resale with a discount to the same class to which the CBA is applicable.
- 10 Exclusions for M11011/0911 are also applicable to equipment associated with the service.