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150 South Monroe Street
Tallahassee, Florida 32301-1556

58 AUG 28 PM 4:45

A. M. Lombardo
Regulatory Vice President

RECORDS AND
REPORTING

August 28, 1998

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

981085-TP


Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Progressive Telecommunications Corp pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Progressive Telecommunications Corp. are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to Progressive Telecommunications Corp. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act. Progressive is adopting the Interconnection agreement between BellSouth and Teleport Communications Group

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Progressive Telecommunications Corp. within 90 days of its submission. 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 represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,


Regulatory Vice President
(28)

DOCUMENT NUMBER DATE

~~10001~~ AUG 28 98

REPORTING

AGREEMENT

This Agreement, which shall become effective as of the 5th day of August, 1998, is entered into by and between Progressive Telecommunications Corp., ("Progressive") a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1997; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Progressive has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Teleport Communications Group, Inc. dated July 15, 1996 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Progressive and BellSouth hereby agree as follows:

1. Progressive and BellSouth shall adopt in its entirety the Teleport Communications Group, Inc. Interconnection Agreement dated July 15, 1996 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Teleport Communications Group, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section III of the Teleport Communications Group, Inc. Interconnection Agreement. For the purposes of

determining the expiration date of this Agreement pursuant to Section III of the Teleport Communications Group, Inc. Interconnection Agreement, the effective date shall be July 15, 1996.

3. At least 30 days after execution, BellSouth shall provide and make available to Progressive a copy of all amendments to the Teleport Communications Group, Inc. Interconnection Agreement executed after the effective date of this Agreement. Progressive shall notify BellSouth of acceptance or rejection of the amendment within 30 days of receipt of said amendment.

4 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.

**OLEC Account Team
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243**

and

**General Attorney - COU
Suite 4300
675 W. Peachtree St
Atlanta, GA 30375**

Progressive Telecommunications Corp.

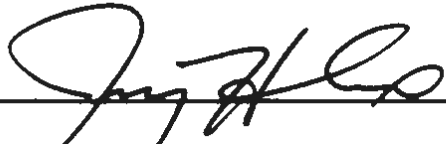
**Barry Shevlin
601 Cleveland Street
Suite 930
Clearwater, Florida 33755**

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

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.



DATE

8/10/98

Progressive Telecommunications, Corp.



DATE

8-5-98

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Teleport Communications Group, Inc., a Delaware corporation, on behalf of itself and its wholly owned subsidiaries, (collectively referred to as "TCG"), and shall be deemed effective as of July 15, 1996. This agreement may refer to either BellSouth or TCG or both as a "party" or "parties."

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, TCG is a local exchange telecommunications company authorized, has applications pending, or may make application to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

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

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

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

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

C. Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth or TCG or from another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or TCG to an end user of BellSouth or TCG.

D. Local Traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which TCG is not directly interconnected.

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

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

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

H. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1 et. seq.).

I. Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF").

which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

J. Multiple Exchange Carriers Ordering and Design Guidelines for Access Services--Industry Support Interface ("MECOD") means a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The ECOD document, published by BellCore as Special Report SR-STS-002643, establishes methods for processing orders for access service provided by two or more local carriers (including a LEC and a CLEC).

II. Purpose

The parties intend that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each party's obligations under sections 251, 252 and 271 of the Act. The access and interconnection obligations contained herein, when implemented, are intended to enable TCG to provide competing telephone exchange service to residential and business subscribers within the nine state region of BellSouth. To the extent the items in 47 U.S.C. § 271(c)(2)(B) are contained within this Agreement, the parties intend and expect that with the successful implementation of this Agreement, BellSouth will satisfy the requirements of 47 U.S.C. § 271(c)(2)(B).

III. Term of the Agreement

A. The term of this Agreement shall be three years, beginning July 15, 1996.

B. The parties agree that by no later than December 1, 1998, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning July 1, 1999.

C. If, within 135 days of commencing the negotiation referred to in Section III (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than March 2, 1999. The parties further agree that in the event the Commission does not issue its order prior to July 1, 1999 or if the parties continue beyond July 1, 1999 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the

parties, will be effective retroactive to July 1, 1999. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

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

A. The parties intend that the interconnection of their equipment, facilities and networks pursuant to this section will comply with the requirements of sections 251, 252 and 271 of the Act upon successful implementation of this Article.

B. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement.

C. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, incorporated herein by this reference. Each state to which this Agreement applies will be billed separately. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. To the extent TCG will connect to BellSouth's access tandem and BellSouth's end offices the rate for TCG's local interconnection will be a combination of tandem and end office rates. BellSouth agrees that the local interconnection rate it shall pay to TCG shall be computed using a similar percentage of tandem and end office rates. The rate will be determined as an average of end office routed minutes and tandem routed minutes.

D. The first six month period of traffic exchange under this Agreement in each state is a testing period in which the parties agree to exchange data and render billing. However, no compensation during this period will be paid. If, during the second six month period, the monthly net amount to be billed prior to the cap being applied pursuant to subsection (E) of this section is less than \$40,000.00 for each state, the parties agree that no payment is due. This cap shall be reduced for each of the subsequent six month periods as follows: 2nd period -\$40,000.00; 3rd period-\$30,000.00; and 4th period--\$20,000.00. The cap shall be \$0.00 for any period after the expiration of the 4th six month period.

E. The parties agree that neither party shall be required to compensate the other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the initiation of traffic exchange pursuant to this

Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations, including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their prospective PLU.

F. The parties agree that there are four appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party; and (4) upon mutual agreement as to technical feasibility, the parties may also interconnect on a mid-span basis. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

G. The parties agree to accept and provide any of the preceding methods of interconnection. TCG shall establish a point of interconnection at each and every BellSouth access tandem within the local calling area TCG desires to serve for interconnection to those end offices that subtend the access tandem. Alternatively, TCG may elect to interconnect directly at the end offices for interconnection to end users served by that TCG end office. BellSouth will connect at each TCG end office or tandem inside that local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal Transfer Point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

H. The parties agree to establish trunk groups from the interconnecting facilities of subsection (F) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

I. TCG agrees to use NXX codes in a manner that will allow BellSouth to distinguish Local Traffic (measured and flat rate) from intraLATA toll traffic. If either

party provides a service to its end user customers where said customers were provided a unique local calling area, the parties agree to provide such service using a unique NXX code, to provide 60 days advance written notice to the other party of the offering of such a service, and if both of the preceding conditions are met, to treat the interconnection of such traffic as local.

J. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a local exchange telecommunications company other than BellSouth ("ICO") or TCG; or (2) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$.002 per minute charge over and above the local interconnection rates set out in this section. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (L), infra of this section.

K. Except where the conditions of paragraph (M), infra, are met, when the parties jointly provide an exchange access connection for an interexchange carrier ("IXC"), each party will provide their own exchange access to the IXC on a multi-bill, multi-tariff meet-point basis pursuant to subsection (L), infra. Each party will bill its own exchange access rates to the IXC.

L. The parties agree that the Company functioning as the end office also functions as the Initial Billing Company ("IBC"). The Party providing the intermediary function bills as the Subsequent Billing Company ("SBC"). The IBC will issue summary records to the SBC, in accordance with OBF Guidelines. The Parties will conduct this business in accordance with the MECABs and MECOD guidelines defined in Section 1 of this Agreement. The Parties agree to work cooperatively to support the work of the Ordering and Billing Forum ("OBF") and to implement OBF changes to MECABs and MECOD in accordance with the OBF Guidelines. BellSouth shall provide the billing name, billing address and CIC of the IXCs on magnetic tape or via electronic file transfer using the EMR format in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties agree to permit the other to concur in its tariffs and to promptly execute any documentation necessary for such concurrence.

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

N. When either party delivers calls with unique dialing codes (i.e. time, weather, N11, 900 and 976 calls), the calls shall be delivered in accordance with the

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serving arrangements defined in the LERG. To the extent unique billing arrangements with information service providers are required, BellSouth agrees to provide assistance to TCG in making such arrangements.

O. The ordering and provision of all services purchased from BellSouth by TCG shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement. To the extent TCG provides such guidelines to BellSouth, the ordering and provision of all services purchased from TCG by BellSouth shall be pursuant to those guidelines, as amended by TCG from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay to the other party BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that the terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

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

C. The parties agree that to the extent either party provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional access tandems that serve the end office of the customer outside the local calling area.

D. Each party agrees to compensate the other, pursuant to the other party's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated.

E. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

F. If, during the term of this Agreement, either party provides interLATA 800 services, the party will compensate the other for the origination of such traffic pursuant to the appropriate tariff. The party shall provide the appropriate records for billing pursuant to subsection E, above.

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

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

A. The parties intend that the number portability provided pursuant to this section to will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

B. Interim Number Portability (INP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to TCG, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. INP services are available in two arrangements, INP-Remote and INP-DID. Notwithstanding the foregoing, INP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.

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

local exchange service. Section E6.8.1.H of the BellSouth Intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement.

D. INP is available only where TCG or BellSouth is currently providing, or will begin providing concurrent with provision of INP, basic local exchange service to the affected end user. INP for a particular TCG assigned telephone number is available only from the BellSouth central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or TCG initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

E. INP-Remote is a telecommunications service whereby a call dialed to an INP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by TCG or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the INP-Remote end user and acknowledges that the Repeat Dialing feature of the CLASS features and functions may not be operational with INP-Remote service. INP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for INP-Remote service.

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

or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a INP-DID number group, however there are no restrictions on calls completed to other numbers of a INP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

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

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

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

J. Each party will be the other's party's single point of contact for all repair calls regarding INP service on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if deemed necessary, for INP service maintenance purposes. Notice of the customer contact shall be given to the party serving the end user as soon as practicable.

K. Neither party is responsible for adverse effects on any service, facility or equipment for the use of INP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the billing for exchange access as delineated in Article IV(L) or (M), supra, shall apply.

M. If either party has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of INP services that the other party's tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the party directly connected to the IXCs will bill the other party the exchange access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of INP services to the other party's customer. If so, the party utilizing INP will bill the other party the exchange access charges for the terminating facilities used for that intraLATA toll traffic.

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

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

A. The parties intend that BellSouth's offer of unbundled network elements to TCG pursuant to this section will comply with the requirements of sections 251, 252 and 271 of the Act upon successful implementation of this Article.

B. BellSouth will offer an unbundled local loop to TCG at the rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service is not an unbundled element.

C. BellSouth will offer to TCG unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with TCG's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

D. BellSouth will offer to TCG unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference

E. BellSouth will offer to TCG unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

F. BellSouth agrees to offer to TCG, upon its request for a 24 to 28 month commitment, the equivalent of a SmartPath® loop at a rate not to exceed a recurring monthly charge of \$190.00. BellSouth further agrees to offer to TCG, upon its request, the equivalent of a MegaLink™ Plus loop, priced in accordance with section 252(d) of the Act.

G. The parties agree that BellSouth may provide, upon TCG request, any other network element on an unbundled basis at any technically feasible point on its network pursuant to the requirements of section 251 of the Act.

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

A. BellSouth agrees to provide to TCG, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth. The rates, terms and conditions are set out in Attachment C-14.

IX. Physical Collocation (47 U.S.C. §251(c)(6))

A. The parties agree that each shall provide to the other physical collocation services pursuant to Attachment C-13, incorporated herein by this reference.

X. Access to 911/E911 Emergency Network (47 U.S.C. §271(c)(2)(B)(vii)(I))

A. The parties intend for the provision of access to BellSouth's 911/E911 Emergency network by TCG pursuant to this section will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

B. 911 and E911 traffic refers to emergency calls originated by dialing 9-1-1. The Parties agree to cooperate to ensure the seamless operation of emergency call networks, including 911, and E911 calls.

C. For basic 911 and E911 service, BellSouth will provide to TCG a list consisting of each municipality in each state that subscribes to either service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911/E911. The parties agree that the county or municipality may wish to assign a different 10 digit directory number for each local exchange company. TCG agrees to hold this information proprietary and will use the information solely for the purpose of routing 0-calls from the TCG Operator Services platform to the PSAPs.

D. TCG will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth or to the 10 digit number provided by the county or municipality. TCG will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, TCG shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (E), below.

E. For E911 service, TCG shall install a minimum of two dedicated trunks originating from TCG's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. TCG will provide BellSouth daily updates to the E911 database. BellSouth will provide TCG, within 48 hours, confirmation of the receipt of said updates.

F. If a municipality has converted to E911 service, TCG will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem

trunks are not available, TCG will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP pursuant to the appropriate state statute or regulation. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

G. BellSouth and TCG agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access. BellSouth, as the operator of the Automatic Location Identification (ALI) database, and TCG will use established processes, procedures and formats described in the E911 Local Exchange Carrier Guide for Facility Based Providers to interface with TCG. BellSouth will process valid TCG customer information within 24 hours of receipt from TCG, and electronically transfer the TCG subscriber information to the 911 database.

I. BellSouth agrees to provide, on a scheduled quarterly basis, copies of the Master Street Address Guide ("MSAG") for the LATAs in which TCG operates. The MSAG will be provided via 9-track magnetic tape. TCG agrees to work with the appropriate counties authorities to resolve any addressing issues. BellSouth agrees to maintain the MSAG based upon input from and discussions with the appropriate county authorities.

J. If TCG's certificated area conforms with BellSouth's exchange boundaries, BellSouth will provide a list of 911 tandems serving the BellSouth exchanges. If TCG's certificated area does not conform with BellSouth's exchange boundaries, upon receipt of TCG's NXXs with the comparable BellSouth NXX, BellSouth will provide to TCG the information as to which access tandem the TCG NXXs are routed.

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

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

A. The parties intend for the provision of access to BellSouth's operator services by TCG pursuant to this section will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

B. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's rates, terms and conditions as may be amended from time to time during the term of this Agreement.

C. BellSouth will offer to TCG Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions

are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

D. BellSouth will offer to TCG CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

E. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to INP services that are not presently being used to provide local exchange service or that are terminating to an end user. Where either party chooses to disconnect or terminate any INP service, that party is responsible for designating an appropriate standard type of announcement to be provided.

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

A. Subject to execution of an agreement between TCG and BellSouth's affiliate, BellSouth Advertising and Publishing Company ("BAPCO") substantially in the form set forth in Attachment C-XX, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) TCG's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to TCG's subscribers. The parties intend for the provision of white pages directory listings to TCG pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

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

C. BellSouth will not charge TCG to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

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

A. The parties intend for the provision of access to telephone numbers for TCG pursuant to this section will comply with the requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

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

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

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

A. The parties intend for the provision of access to signaling and signaling databases for TCG pursuant to this section ~~to~~ comply with the requirements of sections 251, 252, and 271 of the Act. *will*

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B. BellSouth will offer to TCG use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

C. BellSouth offers to input the NXXs assigned to TCG into the Local Exchange Routing Guide ("LERG").

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

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

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

A. The parties intend for the provisions contained in this section regarding BellSouth's telecommunications services available for resale will comply with the

requirements of sections 251, 252, and 271 of the Act upon successful implementation of this Article.

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

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

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

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

F. TCG will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, TCG accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill TCG for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact TCG's customers, if in its sole discretion it deems necessary for maintenance purposes. Notice of the customer contact shall be given to the party as soon as practicable. BellSouth shall have no other contact with the end user except to the extent provided for herein.

G. BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any end user within the service area of TCG and TCG agrees not to interfere with the right of any end user to obtain service directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of TCG

H. In most circumstances, 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. BellSouth will not, however, make the end user's previous telephone number available to TCG until the end user's outstanding balance has been paid. 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.

I. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

1. Interfere with or impair service over any facilities of BellSouth, 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.

TCG assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by TCG.

J. TCG 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 TCG is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, TCG shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by TCG 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.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.
4. TCG is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's Tariff.
5. Resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.

K. 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.

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

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

N. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to TCG, BellSouth will, on an interim basis, bill

TCG 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

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

1. Where possible, BellSouth will deny service to TCG's end user on behalf of, and at the request of, TCG. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of TCG
2. At the request of TCG, BellSouth will disconnect a TCG end user customer.
3. All requests by TCG for denial or disconnection of an end user for nonpayment must be in writing.
4. TCG will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise TCG when it is determined that annoyance calls are originated from one of their end user's locations. It is the responsibility of TCG to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

P. The procedures for discontinuing service to TCG are as follows:

1. **BellSouth 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 TCG of the rules and regulations of BellSouth's Tariffs.**
2. **If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to TCG, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and TCG's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.**
3. **If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.**
4. **If TCG fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by TCG to receive notices of noncompliance, discontinue the provision of existing services to TCG at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and TCG's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to TCG without further notice.**
5. **If payment is not received or arrangements made for payment by the date given in the written notification, TCG's services will be discontinued. Upon discontinuance of service on a TCG's account, service to TCG's end users will be denied. BellSouth will also reestablish service at the request of the end user or TCG upon payment of the appropriate connection fee and subject to BellSouth'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.**

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

XVI. Ordering of Services From BellSouth For Resale Purposes

A. The ordering and provision of services purchased from BellSouth for resale purposes by TCG shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

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

C. BellSouth shall bill TCG on a current basis all applicable charges and credits.

D. Payment of all charges will be the responsibility of TCG. TCG shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by TCG from TCG's customer. BellSouth will not become involved in billing disputes that may arise between TCG and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

E. BellSouth will render bills each month on established bill days for each of TCG's accounts.

F. BellSouth will bill TCG 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.

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

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

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

I. As the customer of record, TCG will be responsible for, and remit to BellSouth, 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.

J. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the 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 TCG actually makes the payment to BellSouth, or**
- 2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that TCG actually makes the payment to BellSouth**

K. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

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

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

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

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

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

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

D. BellSouth does not intend to charge rearrangement, reconfiguration, disconnection, or other non-recurring fees that may be associated with the initial reconfiguration of TCG's interconnection arrangement. However, TCG's interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, BellSouth does intend to charge TCG non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased by TCG.

E. The parties agree to provide LEC-to-LEC 64k clear channel (where technically feasible) and Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of ISDN and CLASS features and functions. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties

agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

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

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

XVIII. Disconnection of Existing End User Service

A. Either party will accept requests from the other party to disconnect the service of an existing end user. Either party will accept a request directly from an end user for conversion of the end user's service from itself to the other party or will accept a request from another local exchange carrier or the other party for conversion of the Interim Number Portability service associated with an end user's service to another local exchange carrier or Reseller. The party taking the request will notify the other party that such a request has been processed. Neither party will require end user confirmation prior to disconnecting the end user's service. Both parties agree to provide proof of authorization upon request.

B. If either party determines that an unauthorized change in local service provider has occurred, the party will reestablish service with the appropriate local service provider as requested by the end user and will assess an Unauthorized Change Charge of \$19.41 per line or trunk for Residence or Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed because of the unauthorized change. These charges may be adjusted if satisfactory proof of authorization is provided.

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

XIX. Implementation of Agreement

The parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The implementation

shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XX. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

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

C. Each party reserves the right to periodically audit services purchased for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. The parties agree to make any and all records available to the auditing party or its auditors on a timely basis. The auditing party shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, the audited party shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.

XXI. Enforcement Provisions

The parties agree that within 120 days of the approval of this Agreement by any of the appropriate state commissions they will develop mutually agreeable specific quality measurements concerning ordering, installation and repair items included in this Agreement, including but not limited to interconnection facilities, 911/E911 access, provision of requested unbundled elements and access to databases. The parties will also develop mutually agreeable incentives for maintaining compliance with the quality measurements. If the parties cannot reach agreement on the requirements of this

section, either party may seek mediation or relief from the appropriate state commission.

XXII. Liability and Indemnification

A. With respect to any claim or suit by TCG, an TCG customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, the parties agree that BellSouth is a telephone company for purposes of the indemnification and limitation of liability provision of 365.171(14), Florida Statutes or any other similar statute in any other state in BellSouth's region, and therefore entitled to the protection granted by said statutes. If BellSouth is determined not to be a telephone company for purposes of section 365.171(14) or any other similar statute, by an appropriate judicial body, or with respect to any claim or suit by either party, either party's customer or by any other person or entity, other than if the party acted with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, or for failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, for damages associated with any of the services provided by that party pursuant to this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair, or restoration of service, the parties agree that the liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected and the other shall indemnify the other for any assessed liability over and above such proportionate charge for the service. *AKS*
Bo

B. Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a services provided under this Agreement.

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

D. Notwithstanding subsection A, each party shall indemnify, defend and hold harmless the other party, its affiliates and parent company, against any claim, loss or damage arising from its actions, duties, or obligations arising out of this Agreement and pertaining to: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the content of the communications over the party's network; 2) Claims for patent infringement arising from the party's acts combining, using or reliance on the other party's services, action, duties, or obligations arising out of this Agreement; 3) any claim, loss, or damage claimed by the other party's customer, arising from the

party's use or reliance on the other party's services, action, duties, or obligations arising out of this Agreement.

E. BellSouth assumes no liability for the accuracy of the data provided to it by TCG and TCG agrees to indemnify and hold harmless BellSouth for any claim, action, cause of action, damage, injury whatsoever, that may result from the accuracy of data from TCG to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement.

F. No license under patents (other than the limited license to use) is granted by BellSouth or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. BellSouth will defend TCG against claims of patent infringement arising solely from the use by TCG of services offered pursuant to this Agreement and will indemnify TCG for any damages awarded based solely on such claims.

G. Either party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against either party, acts of God and other circumstances beyond that party's reasonable control.

H. Neither party shall be liable to the other for any special or consequential damages.

XXIII. More Favorable Provisions

A. If as a result of any proceeding before any Court, Commission, or FCC, voluntary agreement or arbitration proceeding pursuant to the Act, or pursuant to any applicable state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a State within the Territory at rates or on terms and conditions more favorable to the carrier than the applicable provisions of this Agreement, TCG, subject to a written amendment to this Agreement, shall be entitled to substitute such more favorable rates, terms or conditions for the relevant provisions of this Agreement which shall apply to the same states as such other carrier and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof to such other carrier.

B. If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body whether commenced before or after the effective date of this Agreement, after the waiver or exhaustion of all administrative and judicial remedies, the parties agree to incorporate such order in this Agreement as of its effective date. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided

for herein, the parties agree that TCG shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.

C. The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from TCG.

XXIV. 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, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that 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.

XXV. 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 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 Commission concerning this Agreement.

XXVI. 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.

XXVII. 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.

XXVIII. Governing Law

This Agreement shall be governed by the laws of the states in the BellSouth region, as applicable to performance hereof in each such state, and federal law, as applicable, including the Act.

XXIX. 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.

XXX. 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.
R. DENDER
3535 COLONNADI PIQUET
BIRMINGHAM, ALA

TCG
Two Teleport Drive Suite 300
Staten Island NY 10314
ATTN General Counsel

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

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

XXXI. Amendment of Agreement

TCG and BellSouth may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objective of this Agreement, the parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such amendments to this Agreement.

XXXII. Entire Agreement

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

BellSouth Telecommunications, Inc.

Signature

SRD, R. - BellSouth Tel

Title

2/12/96

Date

TCG

Signature

RVP - Southern Region

Title

2/15/96

Date

ATTACHMENT A

EXAMPLE OF "5% CAP"

Case 1.

BellSouth terminates 10,000 min. to ALEC X ALEC X bills BellSouth for 10,000 min.

**ALEC X terminates 15,000 min. to BellSouth BellSouth bills ALEC X for 10,500 min.
(10,000 + 5%)**

Case 2:

**BellSouth terminates 15,000 min. to ALEC X ALEC X bills BellSouth for 10,500 min.
(10,000 + 5%)**

ALEC X terminates 10,000 min. to BellSouth BellSouth bills ALEC X for 10,000 min.

Case 3:

BellSouth terminates zero min. to ALEC X ALEC X bills BellSouth zero

ALEC X terminates 10,000 min. to BellSouth BellSouth bills ALEC X zero

Case 4:

BellSouth terminates 10,000 min. to ALEC X ALEC X bills BellSouth zero

ALEC X terminates zero min. to BellSouth BellSouth bills ALEC X zero

Case 5:

BellSouth terminates 10,000 min to ALEC X ALEC X bills BellSouth for 10,000 min.

**ALEC X terminates 10,200 min. to BellSouth BellSouth bills ALEC X for 10,200 min
(difference is less than cap)**

Case 6.

BellSouth terminates 10,200 min. to ALEC
X

ALEC X bills BellSouth for 10,200 min.
(difference is less than cap)

ALEC X terminates 10,000 min. to
BellSouth

BellSouth bills ALEC X for 10,000 min.

Case 7:

BellSouth and ALEC X both terminate
10,000 min.
to each other

ALEC X and BellSouth both bill each other
10,000 min.

**Attachment #1
Local Interconnection Service**

Service: Local Interconnection*

Description: Provides for the use of BellSouth Switching and Transport facilities and common subscriber plans for connecting calls between an ALLEC's Point of Interconnect (POI) and a BellSouth end user.

It can also be used to connect calls between an ALLEC and an Interexchange Carrier (IC), and Independent Exchange Telephone Company (ICOL) or a Mobile Service Service Provider (MSP), or between two ALLECs.

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

Rates and charges will be applied as indicated below.

State(s)	Alabama					Florida				
	Per MOU	Applied Per	Monthly Applied Reg./Per	Non-Reg./Per	Applied Reg./Per	Per MOU	Applied Per	Monthly Applied Reg./Per	Non-Reg./Per	Applied Reg./Per
CS: Local Channel	-	-	\$133.81 LC	1688.87 LC - Per	1688.83 LC - Add	-	-	\$133.81 LC	1688.87 LC - Per	1688.83 LC - Add
CS: Dedicated Trunkset	-	-	\$23.88 per min	-	-	-	-	\$18.78 per min	-	-
CS: Common Trunkset	80.00004 per min	-	\$80.00 per term	\$100.00 per term	-	80.00004 per min	-	\$80.00 per term	\$100.00 per term	-
Local Switching (S2, FGD)	80.00038 per term	-	-	-	-	80.00038 per term	-	-	-	-
Trunk Switching	80.00788 per min	-	-	-	-	80.00788 per min	-	-	-	-
Information Surcharge	80.00074 per min	-	-	-	-	80.00074 per min	-	-	-	-
Trunk Interconnection Charge**	80.002 per min	-	-	-	-	80.002 per min	-	-	-	-
Company Rate CS: Dedicated	LC 30978	-	-	-	-	LC 30978	-	-	-	-
Company Rate CS: Common Tr	LC 35991	-	-	-	-	LC 35991	-	-	-	-

State(s)	Georgia					Kentucky				
	Per MOU	Applied Per	Monthly Applied Reg./Per	Non-Reg./Per	Applied Reg./Per	Per MOU	Applied Per	Monthly Applied Reg./Per	Non-Reg./Per	Applied Reg./Per
CS: Local Channel	-	-	\$133.81 LC	1688.87 LC - Per	1688.83 LC - Add	-	-	\$133.81 LC	1688.87 LC - Per	1688.83 LC - Add
CS: Dedicated Trunkset	-	-	\$23.88 per min	-	-	-	-	\$23.88 per min	-	-
CS: Common Trunkset	80.00004 per min	-	\$80.00 per term	\$100.00 per term	-	80.00004 per min	-	\$80.00 per term	\$100.00 per term	-
Local Switching (S2, FGD)	80.00038 per term	-	-	-	-	80.00038 per term	-	-	-	-
Trunk Switching	80.00788 per min	-	-	-	-	80.00788 per min	-	-	-	-
Information Surcharge	-	-	-	-	-	80.00074 per min	-	-	-	-
Trunk Interconnection Charge**	80.002 per min	-	-	-	-	80.002 per min	-	-	-	-
Company Rate CS: Dedicated	LC 30978	-	-	-	-	LC 30978	-	-	-	-
Company Rate CS: Common Tr	LC 35991	-	-	-	-	LC 35991	-	-	-	-

*Rates are established at the CS-1-1 Bell Miles level. For rates and charges applicable to other arrangements, please refer to Section 28 of BellSouth Telecommunications' Local Interstate Access Plan.

**The Trunk Interconnection Charge applies only to intermediary traffic.

CS: Local Channel: provides a CS1 dedicated trunkset facility between the ALLEC's serving wire center and the ALLEC's POI and exists on Exchange Facility. The element is used when associated with services ordered by an ALLEC which utilize a BellSouth location. This element is not required when an ALLEC is connected to CS: Dedicated Trunkset.

CS: Dedicated Trunkset: provides transmission and facility termination. The facility termination applies for each CS1 Interfacial Channel terminated. Can be used from the ALLEC's serving wire center to the end user's end office or from the ALLEC's serving wire center to the tandem.

Common Trunkset: Consists of Common Trunkset facilities as determined by BellSouth and provides the transmission of calls terminated by BellSouth Access Trunk Switching; provides function of switching traffic from or to the Access Trunk from or to the end office switch(es). The Access Trunk Switching charge is assessed on all terminating minutes of use switched at the access tandem.

Compensation Credit (CAP): BellSouth and the ALLEC will not be required to compensate each other for more than 100% of the total billed costs of interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

**Attachment B-1
Local Interconnection Service**

Service: Local Interconnection (Cont'd)

STATE	LANSING						MICHIGAN						
	RATE ELEMENTS	Per MOU	Applied Per	Monthly Rate	Applied Per	Non-Monthly Rate	Applied Per	Per MOU	Applied Per	Monthly Rate	Applied Per	Non-Monthly Rate	Applied Per
CS Local Channel	-	-	\$133.81 LC	-	\$668.87 LC - Perm	-	-	-	-	\$133.81 LC	-	\$668.87 LC - Perm	-
CS Dedicated Transport	-	-	\$18.75 per min	-	\$93.75 per min	-	-	-	-	\$23.50 per min	-	\$117.50 per min	-
CS Common Transport	\$0.0004 per min	-	-	-	-	-	-	\$0.0004 per min	-	\$0.0020 per min	-	\$0.0100 per min	-
Local Switching LS2 (FOD)	\$0.00036 per min	-	-	-	-	-	-	\$0.00036 per min	-	\$0.00144 per min	-	\$0.00576 per min	-
Tandem Switching	\$0.00000 per min	-	-	-	-	-	-	\$0.00000 per min	-	\$0.00000 per min	-	\$0.00000 per min	-
Information Surcharge	-	-	-	-	-	-	-	-	-	-	-	-	-
Tandem Information Charge*	\$0.002 per min	-	-	-	-	-	-	\$0.002 per min	-	\$0.008 per min	-	\$0.032 per min	-
Composite Rate-DB1-Dedicated			\$0.01921		\$0.09375			\$0.00040		\$0.00200		\$0.00576	
Composite Rate-DB1-Common Tr			\$0.01921		\$0.09375			\$0.00040		\$0.00200		\$0.00576	

STATE	Kalamazoo						Sarasota						
	RATE ELEMENTS	Per MOU	Applied Per	Monthly Rate	Applied Per	Non-Monthly Rate	Applied Per	Per MOU	Applied Per	Monthly Rate	Applied Per	Non-Monthly Rate	Applied Per
CS Local Channel	-	-	\$133.81 LC	-	\$668.87 LC - Perm	-	-	-	-	\$133.81 LC	-	\$668.87 LC - Perm	-
CS Dedicated Transport	-	-	\$23.50 per min	-	\$117.50 per min	-	-	-	-	\$23.50 per min	-	\$117.50 per min	-
CS Common Transport	\$0.0004 per min	-	-	-	-	-	-	\$0.0004 per min	-	\$0.0020 per min	-	\$0.0100 per min	-
Local Switching LS2 (FOD)	\$0.00140 per min	-	-	-	-	-	-	\$0.00140 per min	-	\$0.00560 per min	-	\$0.02240 per min	-
Tandem Switching	\$0.00074 per min	-	-	-	-	-	-	\$0.00074 per min	-	\$0.00296 per min	-	\$0.01184 per min	-
Information Surcharge	-	-	-	-	-	-	-	-	-	-	-	-	-
Tandem Information Charge*	\$0.002 per min	-	-	-	-	-	-	\$0.002 per min	-	\$0.008 per min	-	\$0.032 per min	-
Composite Rate-DB1-Dedicated			\$0.01921		\$0.09375			\$0.00040		\$0.00200		\$0.00576	
Composite Rate-DB1-Common Tr			\$0.01921		\$0.09375			\$0.00040		\$0.00200		\$0.00576	

STATE	Tombigbee						
	RATE ELEMENTS	Per MOU	Applied Per	Monthly Rate	Applied Per	Non-Monthly Rate	Applied Per
CS Local Channel	-	-	\$133.81 LC	-	\$668.87 LC - Perm	-	-
CS Dedicated Transport	-	-	\$23.50 per min	-	\$117.50 per min	-	-
CS Common Transport	\$0.0004 per min	-	-	-	-	-	-
Local Switching LS2 (FOD)	\$0.00036 per min	-	-	-	-	-	-
Tandem Switching	\$0.00074 per min	-	-	-	-	-	-
Information Surcharge	-	-	-	-	-	-	-
Tandem Information Charge*	\$0.002 per min	-	-	-	-	-	-
Composite Rate-DB1-Dedicated			\$0.01921		\$0.09375		
Composite Rate-DB1-Common Tr			\$0.01921		\$0.09375		

* Rates are disclosed at the DB1.1 \$44 Mbps level. Per rates and charges applicable to other arrangements would refer to Section 8.6 of the South "Interconnection" Attachment to the Interstate Access Form.

The Tandem Information Charge applies only to Interim Traffic.

CS Local Channel services a DB1 dedicated transport facility between the ALIC's serving wire center and the ALIC's POI (also called an Enhanced Facility). The component is used when established with services ordered by an ALIC which did not a South facility. This component is not required when an ALIC is established.

CS Dedicated Transport provides transmission and facility termination. The facility termination applies for each DB1 Interim Channel terminated. Can be used from the ALIC's serving wire center to the end users and offices or from the ALIC's serving wire center to the location.

Common Transport: Consists of Common Transport facilities as determined by South and permits the transmission of calls terminated by South.

Access Tandem Switching provides function of switching traffic from or to the Access Tandem from or to the end office switches. The Access Tandem Switching Charge is assessed on all terminating minutes of use generated at the access tandem.

Compensation Credit (CAP): South and the ALICs will not be required to compensate each other for more than 100% of the total billed local interconnection minutes of use of the party with the greater total billed local interconnection minutes of use in the same month.

Attachment B-1A

Feature Group Interconnection Compensation (FGIC)

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

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

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

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

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

Attachment B-2

Local Interconnection Service

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Service: Toll Switched Access

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

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

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

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

State(s): All

Rates, Terms and Conditions:

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

Attachment B-3

Local Interconnection Service

Service: Service Provider Number Portability-Remote

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

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

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

State(s): ALL

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Per Number Ported		
· Residence / 6 paths	\$1 15	-
· Business / 10 paths	\$2 25	-
Each Additional Path	\$0 50	-
Per Order, per end user location	-	None

Attachment B-4
Local Interconnection Service

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

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

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

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

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

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

State(s):	Alabama				Florida			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
RATE ELEMENTS								
Per Number Ported - Business	\$0 01	each	\$1 00	each	\$0 01	each	\$1 00	each
Per Number Ported - Residence	\$0 01	each	\$1 00	each	\$0 01	each	\$1 00	each
Per Order	-	-	\$25 00	end user location	-	-	\$25 00	end user location
SPNP-DID Trunk Termination	\$13 00	trunk	\$100 00	trunk-end \$60 00 trunk-sub	\$15 00	trunk	\$170 00	trunk-end \$80 00 trunk-sub
DS1 Local Channel**	\$133 81	LC	\$688 97	LC - First	\$173 81	LC	\$688 97	LC - First
	-	-	\$488 83	LC - Add'l	-	-	\$488 83	LC - Add'l
DS1 Dedicated Transport**	\$23 90	per msg	-	-	\$18 75	per msg	-	-
	\$80 00	fee term	\$100 48	fee term	\$88 75	fee term	\$100 48	fee term

State(s):	Georgia				Kentucky			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
RATE ELEMENTS								
Per Number Ported - Business	\$0 01	each	\$1 00	each	\$0 01	each	\$1 00	each
Per Number Ported - Residence	\$0 01	each	\$1 00	each	\$0 01	each	\$1 00	each
Per Order	-	-	\$25 00	end user location	-	-	\$25 00	end user location
SPNP-DID Trunk Termination	\$14 00	trunk	\$100 00	trunk-end \$63 00 trunk-sub	\$13 00	trunk	\$150 00	trunk-end \$80 00 trunk-sub
DS1 Local Channel**	\$133 81	LC	\$688 97	LC - First	\$133 81	LC	\$688 97	LC - First
	-	-	\$488 83	LC - Add'l	-	-	\$488 83	LC - Add'l
DS1 Dedicated Transport**	\$23 90	per msg	-	-	\$23 90	per msg	-	-
	\$80 00	fee term	\$100 48	fee term	\$80 00	fee term	\$100 48	fee term

*Rates are displayed at the DS1 - 544 Mbps level. For rates and charges applicable to other arrangements levels, refer to Section ES of BellSouth's Intrastate Access Tariffs.

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

Attachment B-4
Local Interconnection Service

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

RATE ELEMENTS	Louisiana				Mississippi			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0 01	each	\$1 00	each	\$0 01	each	\$1 00	each
Per Number Ported - Residence	\$0 01	each	\$1 00	each	\$0 01	each	\$1 00	each
Per Order	-	-	\$25 00	end user location	-	-	\$25 00	end user location
SPNP-DID True Termination	\$13 00	true	\$170 00	true-nd.	\$13 00	true	\$190 00	true-nd.
DS1 Local Channel**	\$133 81	LC	\$888 97	LC - First	\$133 81	LC	\$888 97	LC - First
DS1 Dedicated Transport**	\$18 75	per mth	-	-	\$23 80	per mth	-	-
	\$89 75	'bc term	\$1 00 48	'bc term	\$89 00	'bc term	\$1 00 48	'bc term

RATE ELEMENTS	N. Carolina				S. Carolina			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0 01	each	\$1 00	each	\$0 01	each	\$1 00	each
Per Number Ported - Residence	\$0 01	each	\$1 00	each	\$0 01	each	\$1 00	each
Per Order	-	-	\$25 00	end user location	-	-	\$25 00	end user location
SPNP-DID True Termination	\$13 00	true	\$180 00	true-nd.	\$13 00	true	\$184 00	true-nd.
DS1 Local Channel**	\$133 81	LC	\$888 97	LC - First	\$133 81	LC	\$888 97	LC - First
DS1 Dedicated Transport**	\$23 80	per mth	-	-	\$23 80	per mth	-	-
	\$89 00	'bc term	\$1 00 48	'bc term	\$89 00	'bc term	\$1 00 48	'bc term

RATE ELEMENTS	Tennessee			
	Monthly Recurring	Applied Per	Non-Recurring	Applied Per
Per Number Ported - Business	\$0 01	each	\$1 00	each
Per Number Ported - Residence	\$0 01	each	\$1 00	each
Per Order	-	-	\$25 00	end user location
SPNP-DID True Termination	\$13 00	true	\$184 00	true-nd.
DS1 Local Channel**	\$133 81	LC	\$888 97	LC - First
DS1 Dedicated Transport**	\$23 80	per mth	-	-
	\$89 00	'bc term	\$1 00 48	'bc term

*Rates are displayed at the DS1-1 544 Mbps level. For rates and charges applicable to other arrangement levels refer to Section 88 of BellSouth Telecommunications Inc.'s IntraState Access Tariff.

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

Attachment C-1

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

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

State(s): All

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

ALPHABETICAL DIRECTORY SIDE AGREEMENT

CARRIER agrees to provide to BellSouth Advertising & Publishing Corporation ("BAPCO"), through BST, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of: customer, name, address, telephone number and all other information reasonably requested by BAPCO for BAPCO's use in publishing directories of whatever type and format and for other derivative purposes. Such information shall be provided on a schedule and in a format reasonably acceptable to BAPCO. CARRIER shall advise BAPCO promptly regarding any directory-related inquiries, requests or complaints which it shall receive from CARRIER's subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same. CARRIER shall respond promptly regarding corrections or queries raised by BAPCO and to process listing changes requested by subscribers.

- II. BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. BAPCO shall also include one standard listing for each CARRIER business subscriber per hunting group in an appropriate heading as selected by the subscriber in BAPCO's appropriate local classified directory as published periodically by BAPCO unless nonlisted or nonpublish status is designated by subscriber. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards. BAPCO shall deliver such local alphabetical and classified directory to CARRIER's subscribers according to BAPCO's generally applicable policies and standards.
- III. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its directories.
- IV. Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or

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

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

This Side Agreement shall be subject to the term and cancellation provisions of the agreement to which it is appended ("the Agreement"), except that BAPCO shall have the right to terminate this Side Agreement upon sixty days prior written notice given at any time following the initial term of the Agreement.

A separate Agreement may be entered into between BAPCO and CARRIER concerning Yellow Pages, or classified directories, directory delivery, CallGuide pages, and other directory related issues.

BAPCO:

BY _____

NAME _____

TITLE _____

DATE _____

CARRIER:

BY _____

NAME: _____

TITLE. _____

DATE. _____

DRAFT 5/20/96

AGREEMENT

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

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

2. CARRIER OBLIGATIONS. CARRIER agrees as follows:

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

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

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

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

3. BAPCO OBLIGATIONS. BAPCO agrees as follows:

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

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

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

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

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

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

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

LIABILITY AND INDEMNITY

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

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

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

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

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

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

8. NONDISCLOSURE.

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

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

(c) Each party will make copies of the information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the information solely in support of this Agreement and for no other purpose.

9. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike,

not embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to minimize the effects thereof.

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

REPRESENTATIVES AND NOTICES

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

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

If to BAPCO:

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

With Copy to:

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

If to CARRIER:

MISCELLANEOUS This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or

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

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

BELLSOUTH ADVERTISING &
PUBLISHING CORPORATION

By _____

Title _____

Date _____

CARRIER:

By _____

Title: _____

Date: _____

EXHIBIT A

- CARRIER Listing Information. Format Schedule for Provision
- CARRIER Delivery Information. Format Schedule for Provision

Attachment C-2

Unbundled Products and Services and New Services

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Service: Access to Numbers

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

State(s): All

Rates: No Charge

Attachment C-3

Unbundled Products and Services and New Services

Service: Access to 911 Service

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

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

State(s): All

Rates: Will be billed to appropriate municipality.

Attachment C-4

Unbundled Products and Services and New Services

Service: 800 Database

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

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

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

State(s): All

Rates, Terms and Conditions:

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

Attachment C-5

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)- Storage Agreement

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

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

State(s): All

Rates: No Charge

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

This agreement effective as of _____, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____ ("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

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.

TCG

Robert Menjar
Vice President
Carrier Relations

Teleport Communications Group
Two Teleport Drive, Suite 200
Station Island, NY 10311-1000
Tel: 718.355.2163
Fax: 718.355.4284

Bob,

ATTACHED ARE TWO DOCUMENTS:

1) DESCRIPTION & DIAGRAM OF THE
"FEATURE GROUP INTERCONNECTION" ARRANGEMENT
WE ARE SEEKING IN OUR AGREEMENT; I
BELIEVE THIS IS CONSISTENT WITH WHAT WE
~~HAVE~~ ALREADY TO; AND

2) AN ABRIDGED VERSION OF OUR "PART 3"
PERFORMANCE & PENALTIES DOCUMENT

THE PERFORMANCE & PENALTIES CONCEPT IS
IMPORTANT TO TCG AND THIS ABRIDGED VERSION,
WHICH IS NOT COMPLETE YET FROM OUR POINT
OF VIEW, WILL BE AN EASIER FORMAT TO
DEAL WITH THAN OUR EARLIER VERSION.

Bobm
5/31

CC GRANHAM TAYLOR

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 entry 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 entry to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other party 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 _____, 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) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

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 indemnitee 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 indemnitee 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 direct, 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 statutes, 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: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

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

Attachment C-4

Unbundled Products and Services and New Services

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

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

State(s): All

Rate Elements	Description	Monthly	Non- Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB	\$0 00030	-
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB. As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.	\$0 03600	-
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	-	\$91 00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section 26.8 of BellSouth Telecommunications Inc.'s IntraState Access Service Tariff		

Attachment C-8

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

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

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and in addition to the Operator Provided Call handling charge listed above	Alabama Florida Georgia Kentucky Louisiana Mississippi N Carolina S Carolina Tennessee	\$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.12	Per Call Attempt Per Call Attempt Per Call Attempt Per Call Attempt Per Call Attempt Per Call Attempt Per Call Attempt Per Call Attempt Per Call Attempt
Fully Automated Call Handling	All	\$0.15	Per Attempt
Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in ES of BellSouth Telecommunications, Inc.'s Intrastate Access Service Tariff			

Attachment C-9

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	<p>General service provided to an Access subscriber of BellSouth's DA Access Service</p> <p>Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested.</p> <p>All local and interstate call completion attempts are routed over an intercity trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes call creation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.</p>	All	\$0.15 per call attempt
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge rates above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N. Carolina S. Carolina Tennessee	\$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.08 \$0.12
Number Services Intercept Access Service	<p>Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers.</p> <p>A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database look-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.</p>	All	\$0.20 per month (July)
Directory Assistance Service Call	Rate, terms and conditions will be applied as set forth in §9.1.7 for Georgia and as set forth in §9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications, Inc.'s Interstate Access Service Tariff.		
Directory Transport	Rate, terms and conditions will be applied as set forth in §9.1.7 for Georgia and as set forth in §9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications, Inc.'s Interstate Access Service Tariff.		
Directory Assistance Interconnection	Rate, terms and conditions will be applied as set forth in §9.1.7 for Georgia and as set forth in §9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications, Inc.'s Interstate Access Service Tariff.		
Directory Assistance Database Service	Rate, terms and conditions will be applied as set forth in A28.1 of BellSouth Telecommunications, Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rate, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunications, Inc.'s Interstate Access Service Tariff P.C.C. No. 1		

Attachment C-10

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

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

State(s): All

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

Attachment C-11

Unbundled Products and Services and New Services

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

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

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

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis	\$0 004
Data Transmission	This charge is applied on a per message basis	\$0 001

Attachment C-12

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

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

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co..	Applied Per
NSPRS - intrastate FL and NC	\$0.066	message
NSPRS - intrastate all other BellSouth states	\$0.05	message
NSPRS - CATS	\$0.05	message
NSPRS - non-conterminous	\$0.18	message

Contract Provisions for RAO Hosting and NSPRS

SECTION 1 SCOPE OF AGREEMENT

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

SECTION 2. DEFINITIONS

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

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

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.**
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.**

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.**

SECTION 5. ASSOCIATED EXHIBITS

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

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

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

SECTION 8. TERM OF AGREEMENT

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

Executed this _____ day of _____, 1990.

WITNESS:

THE ALEC

(50)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

(50)

SECTION 1. SCOPE OF EXHIBIT

1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:

- 1) Message Forwarding to Intraregion LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
- 2) Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on to CMDS.
- 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

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

- 2.05 All data received from the ALEC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

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

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

Rate Per Message	\$0.001
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- 3 03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3 04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

SECTION 1. SCOPE OF EXHIBIT

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

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:
- 1) a BellSouth customer,
 - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 801 messages),
 - 3) another company within the contiguous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
 - 4) another company utilizing the non-contiguous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
- 1) Maritime Mobile Radiotelephone Service radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Service tariff.
 - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
 - 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).

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

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

- 1) **BellSouth.**
- 2) **another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIRD and 801 messages).**
- 3) **another company within the contiguous United States that utilizes CIDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).**

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

SECTION 3. COMPENSATION

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

	<u>Rate Per Message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.0600
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the contiguous United States	\$0.10

Attachment C-13

Unbundled Products and Services and New Services

Service: Virtual Collocation

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

State(s): All

Rates, Terms and Conditions: In all states, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.

Service: Physical Collocation

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

State(s): All

Rates, Terms and Conditions: Rates as attached

BellSouth Telecommunications
Reference Handbook
for
Co-location

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Preface

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

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

Introduction

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

Service Description

Virtual Expanded Interconnection Service (VEIS)

VEIS provides for the placement of co-locator-owned facilities and equipment into BellSouth Central Offices and the interconnection of this equipment to BellSouth Switched and Special Access. With VEIS, the co-locator provides fiber optic cable up to a designated interconnection point outside the Central Office, such as a manhole. The co-locator will provide the entrance fiber between the interconnection point and the co-location arrangement. BellSouth will lease the entrance fiber as well as the equipment placed by the co-locator for the nominal fee of one dollar. The co-locator is responsible for monitoring their equipment. BellSouth will perform all maintenance and repair on co-locator equipment once notified by the co-locator that such work is necessary. For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference section 20 of BellSouth's FCC #1 tariff or section 20 of BellSouth's Florida Dedicated Access Tariff.

Physical Co-location

By definition, Physical Co-location goes beyond the arrangement described above by allowing leased Central Office space for either (a) Expanded Interconnection, (EIS), for private entrance facilities and equipment owned by third parties interconnected to BellSouth's tariffed services, or (b) Service Interconnection, (SI), for equipment owned by third parties interconnected to BellSouth tariff services without private entrance facilities.

Unlike VEIS, the equipment placed as part of a Physical Co-location arrangement will be placed in separated floor space with common fire wall protection and will be fully owned, maintained, and repaired by the co-locator or their approved agent. The equipment complement may include transmission equipment, switching equipment, routers, PC's and modem pools. As with VEIS, all equipment placed as part of a co-location arrangement must meet NEBS standards. A steel gauge cage may be purchased from BellSouth to house the equipment arrangement at the request of the co-locator.

Physical co-location offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all arrangements and will be marked by an (R) next to the item in the section following.

Components

Application fee (R)

The application fee is required for all co-locators to cover the engineering and administrative expense associated with your application inquiry. This fee is a one time charge per request, per C O for each new VEIS / EIS / IS service request. No application fee is required for amendments or supplements to service requests in progress. A subsequent request by the same customer in the same C O would be treated as "new" if the initial VEIS / EIS / IS request had completed and was in service. The Application fee is payable in full before any engineering functions will be performed.

Floor Space (R)

This component covers the footprint in square footage for the equipment rack(s) in your arrangement when no cage is present, or will include the enclosure square footage when a cage is utilized. The charge also includes lighting, heat, air conditioning, ventilation and other allocated expenses associated with the central office building. This element does not include the amperage required to power the co-located equipment.

Power (R)

The amps required to power the co-located equipment will be charged per ampere based on equipment manufacturers specifications.

Cross-connect (R)

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

Cable Installation

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

Cable Support Structure

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

Components (cont.)

Space Preparation fee

This one time fee per arrangement, per location covers preliminary survey, design, engineering and preparation for space for physical co-location arrangements. This charge may vary dependent on the location and the type of arrangement requested. The Space preparation charge is payable in full before construction or installation begins.

Space construction fee

This element applies to physical co-location arrangements only and will vary based on the type of arrangement requested. The fee covers the materials and installation of optional steel gauge caging, floor treatment, space security installation and other incremental materials cost charged on a per square foot basis.

POT bay

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

Security Escort (R)

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

General Terms and Conditions

Application for service

The application for co-location is a two-phased process consisting of the Application Inquiry and the Firm Order. Both phases use BellSouth's form BSTEI. Consequently, prior to negotiations for equipment placement, the BSTEI inquiry document must be submitted for review and planning by the Central Office equipment engineers, space planners and facility planners. Based on the feedback from these sources, BellSouth will respond to the application in writing.

Following the co-locator's review of BellSouth's response, a Firm Order must be submitted for each location for which the co-locator wishes to proceed. Provided no specification changes are required by co-locator, the Firm Order may be submitted on the same BSTEI used during the Inquiry phase. A detailed equipment drawing must accompany your Firm Order Request.

Assignment of space

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

A co-locator requesting more than one 100 square foot cage module will be offered contiguous space where available. Where contiguous space is unavailable, the co-locator may elect the construction of two separate enclosures and may interconnect its arrangements one to another. BellSouth will not allow the interconnection of one co-locator's equipment to another co-locator's equipment except where required by regulatory policy.

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

Insurance

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

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

General Terms and Conditions (cont.)

Pricing structure

BellSouth will establish a pricing plan which meets the specifications of the 1996 Legislative Act. The plan will offer zone based pricing for recurring charges (i.e. floor space, power, etc) and location based pricing for most non recurring charges (i.e. space preparation, space construction)

Equipment installation

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

The Certified Vendor is responsible for installing the co-location equipment and components, performing operational tests after the equipment installation is completed, and notifying the local BellSouth Equipment Engineer and the Co-locator upon successful completion of the installation and acceptance testing. Arrangements must be made such that the Co-locator is billed directly by the Certified Vendor for activities associated with the arrangement installation.

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

BellSouth will not allow the interconnection of one co-locator's equipment arrangement to another co-locator's equipment arrangement except where required by regulatory policy.

Inspections

BellSouth will conduct an inspection of the co-locator's equipment and facilities between the time of the initial turn-over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification.

The right for BellSouth to conduct inspections without prior notification is essential to BellSouth's ability to enforce the terms and conditions of the tariff or agreement, insure the compliance with local regulations and insure the compliance with environmental and safety standards. Co-locator personnel have the right to be present for inspections.

A co-locator may inspect their virtual co-location arrangement upon completion of the arrangement installation free of charge. Any additional inspections must be coordinated with BellSouth and will require a security escort fee.

General Terms and Conditions (cont.)

Ordering Interconnected service

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

Services to be interconnected to a co-location arrangement must be submitted on Access Service Request (ASR) forms using industry standards and code sets for accurate and complete requests. For information regarding the ASR ordering process and field definitions, please reference the Access Ordering Guide, BellCore's Special Reports SR STS-471001 and 4710004.

Assignment of facilities

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

Access to BellSouth Central Offices

Only BellSouth employees, BellSouth certified vendors, Co-locator employees and their authorized agents are permitted in BellSouth Central office buildings. All co-locators are required to provide their employees and authorized agents a picture identification which must be visible at all times while inside a BellSouth facility. Manned offices will afford 24 x 7 access without prior arrangements. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for entrance.

Conversion of Virtual to Physical Co-location

Co-locators who have existing VEIS arrangements may convert these arrangements to physical co-location provided the terms and conditions for physical co-location are met. The co-locator will be responsible for the payment of BellSouth fees associated with physical co-location as well as vendor costs for relocation of equipment.

Negotiation Contacts

For ALEC initial contact:

<u>Contact Name</u>		<u>Telephone</u>
Bob Scheye	(overall fact finding)	404 420-8327
Jerry Latham		205 977-2213

For all IXC, CAP, and subsequent ALEC contacts:

<u>Contact Name</u>	<u>Telephone</u>	<u>Pager Number</u>	<u>Fax Number</u>
Rich Dender	205 977-5966	1-800-729-1371	205 977-0037
Bill French	205 977-0535	1-800-729-1372	-
Rick Ratliff	205 977-7489	1-800-729-1383	-
Pinky Reichert	205 977-1755	1-800-729-1384	-
Nancy Nelson *	205 977-1136	1-800-729-1380	205 977-0037

*Co-location Coordination Center Manager

For: * BBS End User Customers * Enhanced Service Providers
* Third Party Agents * Other Solutions Providers

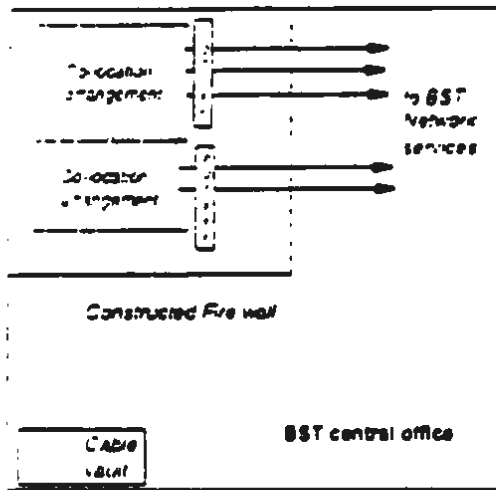
<u>Contact Name</u>	<u>Telephone</u>	<u>Fax Number</u>
Tony Saberre	205 985-6195	205 985-1900

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

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

Physical co-location - Service interconnection arrangement

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



<u>Elements</u>	<u>Typical rates</u>
Application fee	VAC
Space preparation fee	VAC
Space construction fee *	VAC
Four suacs / per square foot includes environmental	AC
Four suacs - power / per ampere	AC
Cross-connects	AC
Security escort / per 1/2 hour	(as required)

* Required only for optional cage construction

Rates for Physical Interconnection

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	\$2848.30
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Nonrecurring	See Attached Schedule I
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29,744.00 ¹ See Attached Schedule I for Additional Information
Cable Installation Fee	Applies per entrance cable	Nonrecurring	<u>\$2,500.00 per cable</u>
Floor Space	Per square foot, for Zone A and Zone B offices respectively	Monthly Recurring	\$7.50-\$6.75 ¹
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$1.35 per cable
POT Bay	Optional Point of Termination bay; rate is per DS1/DS3 cross connect, respectively	Monthly Recurring	\$120.55 ¹
Cross-Connects	Per DS1 and DS3	Monthly Recurring ²	DS1 \$ 9.00 DS3 \$72.00 See Attached Schedule II for nonrecurring DS1 option
Security Escort	First and additional half hour increments, per rate in basic time (B), Overtime (O), and Premium time (P)	As Required	\$41.00-\$25.00 B \$48.00-\$30.00 O \$55.00-\$35.00 P

¹ Applies only to collocators who wish to purchase a steel-gauge cage enclosure
² See attached list for Zone A offices as of May 1996. This list will be amended monthly and such amendments are incorporated herein by reference

³ Applies when collocator does not supply their own POT bay

⁴ See Virtual Collocation tariff for nonrecurring charges associated with these elements

Schedule I

Space Preparation Fees

Cost Range

\$1800.00-\$2500.00

Assumed Modifications

Secured floor space exists in C.O.
Fee covers architectural and engineering (A&E) drawings/certification, card reader installation, minor duct work and power plant extension 30'-40', card reader

\$3900.00-\$6300.00

A&E, 60'-80' firewall construction, cool water fan unit install, HVAC duct and power plant extension, card reader access

\$6300.00-\$8500.00

A&E, 100' firewall construction, cool water fan unit, HVAC duct and power extension, card reader

ICB

HVAC or power plant upgrade

Fee ranges determined by comparative analysis with historical data. Actual prices may vary depending on vendor selection and materials cost at the time of installation.

Space Construction Fees

Steel gauge caging is an optional selection for collocation and is offered in 100 square foot increments. A space construction charge will apply for collocators who request caged enclosures. This charge covers the following items:

- Architectural engineering drawings for cage construction and placement
- 10' high chain link fencing with 3 5' x 7' gate
- Switched fluorescent light
- One 120v duplex outlet, circuit and breaker
- Environmental alarm
- Separate C.O. ground
- HVAC duct extension
- Cable support extension
- Floor finish
- Architect inspection fees
- BellSouth PPSM coordination

Fee Payment Options

BellSouth will offer two options for paying the Space Preparation and Space construction fees. The fees may be paid separately as described herein, or may be paid as a composite charge per square foot at a rate of \$330.00 per square foot for the first 100 square feet and \$242.00 per each additional square foot based on a 100 square foot minimum. Offices requiring major upgrade or replacement of either HVAC or power plant in order to support collocation installations in that office will be excluded from this per square foot fee offering. Major upgrade is defined as work requiring an expenditure greater than \$40,000.00 for either HVAC or power in a given office.

Schedule II

Optional Non-Recurring Charge for DS-I Cross-Connect Including Pot Bay

The following one time rates apply only to DS-I cross connects purchased in quantities of 25 or more on the same order

	<u>Each DS-I</u>
• If purchased between July 1, 1996 and June 30, 1997	\$325 00
• If purchased between July 1, 1997 and June 30, 1998	\$250 00
• If purchased between July 1, 1998 and June 30, 1999	\$175 00
• DS-I cross connects purchased prior to July 1, 1996 can be converted to a one time charge for the life of the contract	\$225 00

These rates apply during the period of this Agreement from July 1, 1996 through June 30, 1999. Rates beyond June 30, 1999 for installed cross connects and new installations will be renegotiated. However, DS-I cross connects purchased under this Agreement can be converted to a monthly recurring charge during the period beyond this Agreement. The monthly recurring charges will not exceed a charge equal to the DS-I local channel rate in effect at the time of conversion times 7.5%. The parties agree that 7.5% represents the approximate percentage of a \$9.00 monthly cross connect charge divided by a DS-I local channel rate of \$120.00.

BellSouth Zone A Offices - as of May 1996

EX=Exempt from Physical

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

GA	Athens	Athens	ATHNGAMA	
	Atlanta	Courtland St	ATLNGACS	
		Peachtree Pl	ATLNGAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Liburn	Liburn	LLBNGAMA	
	Smyrna	Power Ferry	SMYRGAPF	
		Smyrna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Marionetta	Marionetta Main	MRRTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP	EX
		Westport Rd	LSVLKYWE	EX
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR	EX
		Fern Creek	LSVLKYFC	
		ITown	LSVLKYIT	
		Mathews	LSVLKYSM	
		Third Street	LSVLKYTS	
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGM SMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGM SMA	
NC	Carv	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCB0	

	Denta	CHRLNCDE	
	Erwin	CHRLNCER	
	Lake Point	CHRLNCLP	
	Reid	CHRLNCRE	EX
	Sharon Aruty	CHRLNCSH	
	University	CHRLNCLN	EX
Greensboro	Eugene St	GNBONCEU	
Raleigh	Morgan	RLGHNCMO	
	New Hope	RLGHNCHO	
Salisbury	Main	SLBRNCMA	
Winston Salem	Fifth Street	WNSLNCFI	
Ashville	O'Henry	AHVLNCOH	
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN
		At Andrews	CLMASCSA
	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCLR
	Spartenburg	Main	SPBGSCMA
TN	Knoxville	Main	KNVLTNMA
	Memphis	Bartlett	MEMPTNBA
		Chuckasaw	MEMPTNCT
		Eastland	MEMPTNEL
		Germanatown	MEMPTNGT
		Main	MEMPTNMA
		Oakville	MEMPTNOA
		Southland	MEMPTNSL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Brentwood	NSVLTNBW
		Creve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNTN
		Sharondale	NSVLTNST
		University	NSVLTNUN

Attachment C-14

Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

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

POLE ATTACHMENT LICENSE AGREEMENT

THIS AGREEMENT, made this 15 day of July, 1996 by and between BellSouth Telecommunications, Inc., a corporation organized and existing under the laws of the State of Georgia, having its principal office at 675 West Peachtree Street, Atlanta, Georgia (hereinafter referred to as the "Licensor") and TCG, a ^{New York Del} ~~general partnership~~ general partnership, having its principal office at Two Teleport Drive Staten Island NY (hereinafter called the "Licensee").

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[Handwritten initials and marks]

WITNESSETH

WHEREAS, Licensee is a Telecommunications Carrier as defined in Article 1 herein, desiring to furnish communications services in the _____ metropolitan area.

WHEREAS, Licensor is a Utility as defined in Article 1 herein.

WHEREAS, Licensee desires to attach fiber optic cable on poles of Licensor, which poles are owned by Licensor within the area described above; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of pole attachments on Licensor's facilities where available and where such use will not interfere with Licensor's service requirements subject to the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

A. Anchor Rod

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".

B. Pole Attachment

Any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility.

C. **Guy Strand**

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

D. **Make-Ready Work**

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

E. **Field Survey Work or Survey Work**

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

F. **Other Licensees**

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

G. **Joint User**

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles owned by each party.

H. **Suspension Strand**

A metal cable of high tensile strength attached to a pole and used to support communications facilities. Also known as "Messenger Cable".

I. **Identification Tags**

Identifications tags are used to identify Licensee's plant.

J. **Usable Space**

The space above the minimum grade level which can be used for the attachment of wires, cables and associated equipment.

K. Effective Date

The effective date of regulations governing charges for Pole Attachments used by Telecommunications Carriers shall be 5 years after the date of the enactment of the Telecommunications Act of 1996.

L. Pole Attachment Rate

Includes a reasonable and just rate as defined herein and the costs of nonusable space apportioned so that the apportionment equals two-thirds of the costs of providing nonusable space that would be allocated to an attaching party under an equal apportionment of such costs among all attaching entities. A Utility shall apportion the cost of providing Usable Space among all entities according to the percentage of usable space required for each entity.

**Article II
SCOPE OF AGREEMENT**

- A. Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose revocable non-exclusive licenses authorizing the attachment of Licensees's attachments to Licensor's poles, specifically as detailed on APPENDIX , hereto attached and made a part hereof.
- B. No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license.
- C. Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements. However, Licensor shall provide Licensee nondiscriminatory access to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.
- D. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s), between Licensor and any other licensee(s) or joint user(s) of Licensor's poles.

**Article III
FEES AND CHARGES**

- A. Licensee agrees to pay to Licensor the Just and Reasonable Rates as defined herein, and as specified in and in accordance with the terms and conditions of Regulations to be prescribed by the Commission. The Regulations shall be attached hereto and incorporated herein upon the Effective Date as defined herein.
- B. Payment of all charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement thirty days after the payment due date. Licensee will pay a late payment charge of one and one-half percent (1 1/2%) assessed monthly on any unpaid balance.
- C. Until the Effective Date of the Regulations required under the Act, the Pole Attachment rate charged to Licensee by Licensor for use of the poles, conduit or right-of-way shall be the same rate charged for any pole attachments used by a Cable Television System to provide cable service (the "CATV" Rate) and as set forth in APPENDIX attached hereto and incorporated herein. Any increase in the rate for pole attachments that results from the adoption of the Regulations shall be phased in equal annual increments over a period of 5 years beginning on the Effective Date of the Regulations.
- D. If Licensor engages in the provision of Telecommunication Services or Cable Services, Licensor shall impute to its cost of providing such services (and charge any affiliate, subsidiary or associate company engaged in the provision of such services) an equal amount to the pole attachment rate for which such company would be liable under Section 224 of the Act.

**Article IV
ADVANCE PAYMENT**

- A. Licensee shall make an advance payment to Licensor for:
 - (1) The reasonable costs incurred by Licensor for the required Field Survey in an amount agreed upon by Licensor and Licensee sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.
 - (2) The reasonable costs of any Make Ready Work required in an amount agreed upon by Licensor and Licensee sufficient to cover the estimated cost to be incurred by Licensor to complete the required Make Ready Work.

- B. The amount of the advance payment required shall be due within thirty (30) days after receipt of an invoice from Licensor.

**Article V
SPECIFICATIONS**

- A. Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of applicable BellSouth practices, the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NEC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist the more stringent shall apply.
- B. If any part of Licensee's attachments is not so placed and maintained on any pole, Licensor may upon fifteen (15) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from such pole or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense of Licensee.
- C. Licensee shall place identification cable tags on cables located on poles and identification apparatus tags on any associated items of Licensee's plant, e.g., guys, anchors or terminals.

**Article VI
LEGAL REQUIREMENTS**

- A. Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Telecommunications System on public and private property at the location of Licensor's poles which Licensee uses. In the case of private property, Licensee shall present satisfactory evidence of such authority at the time application for a license is made pursuant to Article VII herein.
- B. The parties hereto shall at all times comply with the provisions of this Agreement and with the Act and any laws, Regulations, or ordinances which affect the rights granted hereunder.

**Article VII
ISSUANCE OF LICENSES**

- A. **Before Licensee shall attach to any pole, Licensee shall make application for and receive a license therefor in the form of APPENDIX Forms A-1 and A-2. Such license shall not be unreasonably withheld or delayed.**
- B. **Licensor shall provide Licensee a nondiscriminatory license to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.**

**Article VIII
POLE MAKE-READY WORK**

- A. **A Field Survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The Field Survey will be performed jointly by representatives of Licensor, joint user (if applicable) and Licensee.**
- B. **In performing all Make-Ready Work to accommodate Licensee's attachments, Licensor will endeavor to include such work in its normal work load schedule.**
- C. **If Licensor intends to modify or alter any pole, duct, conduit or right-of-way in which Licensee has an attachment, Licensor shall provide Licensee written notification of such action in order that Licensee shall have a reasonable opportunity to add to or modify its existing attachment. If Licensee desires to add to or modify its existing attachment after receiving such notification, Licensee shall bear a proportionate share of the costs incurred by Licensor in making such pole, duct, conduit or right-of-way accessible.**
- D. **Licensee shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including Licensor).**

**Article IX
CONDUIT SYSTEM**

- A. **When an application for Conduit Occupancy is submitted by the Licensee, a Prelicense Survey by the Licensor will be required to determine the availability of the Conduit System to accommodate Licensee's communications facilities. Licensor will advise the Licensee in writing of the estimated charges that will**

apply for such Prelicense Survey and receive written authorization and advance payment from the Licensee before undertaking such a survey. A representative of the Licensee may accompany the Licensor's representative on the field inspection portion of such Prelicense Survey. Licensee shall have ninety (90) days from receipt of notice of the estimated charges to make the required payment and indicate its written authorization for completion of the required Prelicense Survey. Failure to respond in the specified period will result in cancellation of the application.

- B. License applications received by Licensor from two or more Licensees for occupancy of the same Conduit System will be processed by Licensor in accordance with procedures detailed in APPENDIX
- C. The Licensor retains the right, in its sole judgment, to determine the availability of space in a Conduit System. In the event the Licensor determines that rearrangement of the existing facilities in the Conduit System is required before the Licensee's Communications Facilities can be accommodated, Licensor will advise the Licensee in writing of the estimated Make-Ready charges that will apply for such rearrangement work. Licensee shall have ninety (90) days from the receipt of such written notification to make the required payment and provide its written authorization for completion of the required Make-Ready Work. Failure to respond within the specified period will result in cancellation of the application.
- D. In performing all Make-Ready Work to accommodate Licensee's communications facilities, Licensor will endeavor to include such work in its normal work load schedule.

**Article X
CONSTRUCTION, MAINTENANCE AND
REMOVAL OF POLE ATTACHMENT**

- A. Licensee shall, at its own expense, construct and maintain its attachments on Licensor's poles in a safe condition and in a manner reasonably acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereto.
- B. Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's attachments. Where multiple licensees' attachments are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for Licensee's attachments.

- C. Licensee shall obtain specific written authorization from Licensor, which shall not be unreasonably withheld or delayed, before relocating, materially altering or replacing its attachments or overlashing its own cable on Licensor's poles.
- D. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto.
- E. Licensee, at its expense, will remove its attachments from any of Licensor's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, Licensor shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of Licensor.

Article XI CONDUIT OCCUPANCY

- A. Licensee must obtain prior written authorization from Licensor, which shall not be unreasonably withheld or delayed, before installing, removing or performing maintenance of its communications facilities in any of Licensor's conduit systems. Licensor reserves the right to specify what, if any, work shall be performed by Licensor. Any work performed by Licensor shall be at the expense of Licensee and shall be accomplished within a time period agreed upon by the parties.
- B. In the event of an emergency, Licensee shall observe the procedure outlined at APPENDIX governing entry into Licensor's manhole(s).
- C. Licensor shall designate the particular duct(s) to be occupied by Licensee, the location and manner in which Licensee's communications facilities will enter and exit the conduit system and the location and manner of installation for any associated equipment which Licensor permits in the conduit system. Licensor reserves the right to exclude or limit the type, number and physical size of Licensee's communications facilities which may be placed in Licensor's conduit system; provided, however, that Licensor shall provide Licensee with a written explanation of any such exclusion or limitation so imposed.
- D. Licensor's manhole(s) shall be opened only as permitted by Licensor's authorized employees or agents. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manhole(s) and conduct work operations therein. Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manhole(s) only when an authorized employee or agent of Licensor is present or the Licensor's authorized

employee or agent has determined the Licensee's work will not affect Licensor's equipment. Licensor's authorized employee or agent shall have the authority to suspend Licensee's work operations in and around manhole(s) if in the sole discretion of said employee or agent, any hazardous conditions arise, any unsafe practices are being followed, or the work may adversely affect Licensor's equipment. Licensee shall pay Licensor reasonable charges, as agreed by the parties, to compensate Licensor for the expense of providing an employee or agent to observe the performance of work for Licensee in and around manhole(s). The presence of Licensor's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all work operations in and around Licensor's manhole(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

E. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

- 1) termination of the license covering such conduit occupancy; or
- 2) the date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities unless caused by the negligence or intentional misconduct of Licensor.

F. Licensee shall remain liable for and pay to the Licensor all fees and charges pursuant to provisions of this Agreement until all of Licensee's facilities are physically removed from Licensor's conduit system.

Article XII TERMINATION OF LICENSE

Licensee may at any time remove its attachments from a pole after first giving Licensor written notice of its intent to effect such removal and any fees shall be prorated to date of removal. Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

Article XIII INSPECTION OF POLE ATTACHMENTS

- A. Licensor reserves the right to make reasonable periodic inspections of any part of Licensee's attachments, including guying, attached to Licensor's poles at Licensee's cost and with prior notice to Licensee as described herein.
- B. Licensor will give Licensee advance written notice of such inspections, except in those instances where safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee. In such case Licensor shall provide reasonable non-written notice to licensee.
- C. The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

Article XIV UNAUTHORIZED ATTACHMENTS

- A. If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require Licensee to submit in writing, within 15 days after receipt of written notification from Licensor of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by the Licensor within the specified time period, Licensee may be required at Licensor's option to remove its unauthorized attachment or occupancy within thirty (30) days of the final date for submitting the required application, or Licensor may at Licensor's option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- B. For the purpose of determining the applicable charge, any unauthorized pole attachment or conduit system occupancy shall be treated as having existed for a period of 2 years prior to its discovery or from the time of the last inspection date or for the period beginning with the effective date of this License Agreement, whichever period shall be the shorter.
- C. Notwithstanding anything to the contrary in this Agreement, Licensee acknowledges that the placement of unauthorized pole attachments or the unauthorized occupancy of conduit systems will cause Licensor to incur expenses or damages that may be difficult or impossible to quantify. In addition to any other rights or remedies available to Licensor pursuant to this Article XIV, Licensee shall pay to Licensor as liquidated damages and not as a penalty a one-time charge of \$50.00 per unauthorized pole attachment and, in the case of unauthorized conduit occupancy, a one-time charge of \$500.00 per duct run.

measured manhole to manhole. The parties hereby agree that said liquidated damages are a reasonable pre-estimate of Licensor's probable loss.

- D. Fees and charges for pole attachments and conduit system occupancies, as specified herein and in APPENDIX as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy.
- E. No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

Article XV LIABILITY AND DAMAGES

- A. Licensor reserves to itself; its successors and assigns the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements subject to its obligations under this Agreement. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner out of the use of Licensor's poles except from Licensor's negligence or willful misconduct.
- B. Licensee shall exercise caution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by the negligent acts or willful misconduct of Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- C. Each party (the "Indemnitor") shall defend, indemnify and save harmless the other (the "Indemnitee") against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorney's fees) including, but not limited to those which may be imposed upon, incurred by or asserted against the Indemnitee by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by the Indemnitor or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operations of said poles or any part thereof by the Indemnitor or any of its agents, contractors, servants, or employees; (c) any act or omission on the part

of the Indemnitor or any of its agents, contractors, servants, or employees, for which the Indemnitee may be found liable: (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by the Indemnitor or any of its agents, contractors, servants, or employees; or (e) any failure on the part of the Indemnitor to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement unless caused by the negligence or intentional misconduct of Indemnitee.

- D. Neither party shall be liable for indirect, consequential, special or punitive damages of any kind.
- E. The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

Article XVI INSURANCE

- A. Licensee shall carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XV preceding.
- B. The amounts of such insurance, shall be as follows:
 - 1. against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate, and
 - 2. against liability due to injury to or death of person shall not be less than \$3,000,000 as to any one person and \$3,000,000 as to any one occurrence.
- C. Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- D. All insurance must be effective before Licensor will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.
- F. Licensee shall submit to Licensor certificates of insurance including renewal thereof, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; that such certificates name the Licensor as an additional insured under the public liability policy; that it will not cancel or change any such policy of insurance issued to

Licensee except after the giving of not less than sixty (60) days written notice to Licensor.

Article XVII AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of an exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement provided there is no interference with the rights granted to Licensee hereunder.

Article XVIII ASSIGNMENT OF RIGHTS

- A. Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor, which shall not be unreasonably withheld or delayed.
- B. In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.

Article XIX FAILURE TO ENFORCE

Failure of a party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

Article XX TERMINATION OF AGREEMENT

- A. If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may terminate the authorizations covering the poles as to which such default or noncompliance shall have occurred.
- B. In the event of termination of this Agreement, Licensee shall remove its attachments from Licensor's poles within six (6) months from date of termination.

provided, however, that Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until Licensee's attachments are removed from Licensor's poles.

- C. If Licensee does not remove its attachments from Licensor's poles within the applicable time period specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor, except for the negligence or willful misconduct of Licensor, and Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until such attachments are removed.

Article XXI TERM OF AGREEMENT

- A. This Agreement shall remain in effect for a term of 3 year(s) from the date hereof. Licensee shall have the option to renew this Agreement for an additional 1 year period upon providing Licensor thirty (30) days written notice prior to the termination date.
- B. Termination of this Agreement shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination. Termination of any license issued pursuant to this Agreement shall not affect any remaining licenses issued hereunder.

Article XXII CHOICE OF LAW

The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Florida, excluding its conflict of laws provisions.

Article XXIII ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement may not be modified or amended other than by a written instrument executed by both parties.

Article XXIV NOTICES

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

To Licensee: TCG _____

Attn: _____

with a copy to: Teleport Communications Group Inc.
One Teleport Drive
Staten Island, New York 10311
Attn: General Counsel

To Licensor:
(Payments Only) _____

Attn: _____

To Licensor:
(All Others) _____

Attn: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LICENSEE

By:

Title:

[Signature]
RVP - Southern Region

LICENSOR

By:

Title:

[Signature]
SRDR

Attachment C.15

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

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

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

State(s):	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges First	App'l	Monthly	Nonrecurring Charges First	App'l	Monthly	Nonrecurring Charges First	App'l
Unbundled Exchange Access Loop	\$25 00	\$140 00	\$45 00	\$17 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access OC									
- Fee	\$30 00	\$87 00	N/A	\$28 00	\$87 00	N/A	\$32 00	\$108 00	N/A
- 1 - 8 Miles	\$2 08	N/A	N/A	\$1 85	N/A	N/A	\$2 08	N/A	N/A
- 9 - 25 Miles	\$2 00	N/A	N/A	\$1 80	N/A	N/A	\$2 00	N/A	N/A
- Over 25 Miles	\$1 95	N/A	N/A	\$1 55	N/A	N/A	\$1 95	N/A	N/A

State(s):	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges First	App'l	Monthly	Nonrecurring Charges First	App'l	Monthly	Nonrecurring Charges First	App'l
Unbundled Exchange Access Loop	\$25 00	\$140 00	\$45 00	\$18 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access OC									
- Fee	\$30 00	\$83 00	N/A	\$30 00	\$100 00	N/A	\$30 00	\$88 00	N/A
- 1 - 8 Miles	\$2 08	N/A	N/A	\$2 08	N/A	N/A	\$2 08	N/A	N/A
- 9 - 25 Miles	\$2 00	N/A	N/A	\$2 00	N/A	N/A	\$2 00	N/A	N/A
- Over 25 Miles	\$1 95	N/A	N/A	\$1 95	N/A	N/A	\$1 95	N/A	N/A

State(s):	N Carolina			S Carolina			Tennessee		
	Monthly	Nonrecurring Charges First	App'l	Monthly	Nonrecurring Charges First	App'l	Monthly	Nonrecurring Charges First	App'l
Unbundled Exchange Access Loop	\$30 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access OC									
- Fee	\$11 88	\$71 87	N/A	\$30 00	\$87 00	N/A	\$30 00	\$88 00	N/A
- 1 - 8 Miles	\$2 15	N/A	N/A	\$2 08	N/A	N/A	\$2 08	N/A	N/A
- 9 - 25 Miles	\$2 18	N/A	N/A	\$2 00	N/A	N/A	\$2 00	N/A	N/A
- Over 25 Miles	\$2 15	N/A	N/A	\$1 95	N/A	N/A	\$1 95	N/A	N/A

Attachment C-18

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

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

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

Rate Elements	Alabama			Florida			Georgia		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG) Per System	\$375 00	\$325 00	N/A	\$366 00	\$480 00	N/A	\$366 00	\$480 00	N/A
Central Office Channel Interface (circuit specific plug-in equipment) per circuit	\$1 70	\$8 00	\$8 00	\$1 70	\$7 00	\$7 00	\$1 70	\$7 00	\$7 00

Rate Elements	Kentucky			Louisiana			Mississippi		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG) Per System	\$540 00	\$495 00	N/A	\$530 00	\$510 00	N/A	\$380 00	\$450 00	N/A
Central Office Channel Interface (circuit specific plug-in equipment) per circuit	\$1 60	\$8 00	\$8 00	\$1 60	\$8 00	\$8 00	\$1 70	\$8 00	\$8 00

Rate Elements	N. Carolina			S. Carolina			Tennessee		
	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG) Per System	\$548 00	\$475 00	N/A	\$520 00	\$480 00	N/A	\$530 00	\$520 00	N/A
Central Office Channel Interface (circuit specific plug-in equipment) per circuit	\$1 65	\$7 00	\$7 00	\$1 60	\$8 00	\$8 00	\$1 60	\$8 00	\$8 00

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

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

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

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

Alabama			Florida		Georgia	
Rate Elements	Rate	Per	Rate Elements	Rate	Rate Elements	Rate
Monthly			Monthly		Monthly	
Residence Port	\$2 50		Residence Port	\$2 00	Residence Port	\$2 28
Business Port	\$7 00		Business Port	\$4 50	Business Port	\$4 60
PBX Trunk Port	\$7 00		PBX Trunk Port	\$7 50	PBX Trunk Port	\$7 37
Rotary Service	\$2 00		Rotary Service	\$2 00	Rotary Service	\$2 77
Primary Rate (SDN NAS)	\$20 00					
Usage-Mileage Bands			Usage-(STS)		Usage-(STS)	
A (0 miles)	\$0 02	Int. min	- int. min	\$0 0275	- setup per call	\$0 02
B (1-10 miles)	\$0 01	Add'l min	- add'l min	\$0 0125	- per minute or fraction thereof	\$0 02
C (11-15 miles)	\$0 04	Int. min				
	\$0 02	Add'l min				
D (16-22 miles)	\$0 08	Int. min				
	\$0 04	Add'l min				
E (23-30 miles & existing LCA described in A3.5 greater than 22 mi.)	\$0 10	Int. min				
	\$0 07	Add'l min				
F (31-40 miles)	\$0 10	Int. min				
	\$0 10	Add'l min				
G (Spec. Band)*	\$0 10	Int. min				
	\$0 10	Add'l min				

* In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

Kentucky			Louisiana			
Rate Elements	Rate	Per	Rate Elements	Rate	Per	
Monthly			Monthly			
Residence Port	33	00	Residence Port	32	00	
Business Port	110	00	Business Port	17	00	
PBX Trunk Port	110	00	PBX Trunk Port	17	00	
Rotary Service	33	00	Rotary Service	33	00	
Usage-Usage Bands			Usage-Usage Bands			
A (0 mins)	30	06	inc. min.	00	02	inc. min.
	30	02	Add'l min.	00	01	Add'l min.
B (1-10 mins)	30	04	inc. min.	00	04	inc. min.
	30	02	Add'l min.	00	02	Add'l min.
C Greater than 10 mins Limited LCA)	30	08	inc. min.	00	08	inc. min.
	30	04	Add'l min.	00	04	Add'l min.
D 1-10 mins beyond Limited LCA)	30	04	inc. min.	00	10	inc. min.
	30	02	Add'l min.	00	07	Add'l min.
E 11-16 mins beyond Limited LCA)	30	08	inc. min.	00	14	inc. min.
	30	04	Add'l min.	00	10	Add'l min.
F 17-22 mins beyond Limited LCA)	30	08	inc. min.	00	10	Add'l min.
	30	07	Add'l min.	00	14	inc. min.
G 23-30 mins beyond Limited LCA)	30	07	Add'l min.	00	14	inc. min.
H 31-40 mins beyond Limited LCA)	30	08	inc. min.	00	18	Add'l min.
	30	07	Add'l min.	00	14	inc. min.
I Greater than 40 mins beyond Limited LCA)	30	08	inc. min.	00	14	Add'l min.
	30	07	Add'l min.	00	14	Add'l min.

Mississippi			N. Carolina			S. Carolina		
Rate Elements	Rate	Per	Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly			Monthly		
Residence Port	33	75	Residence Port	32	00	Residence Port	34	00
Business Port	110	00	Business Port	17	00	Business Port	110	00
PBX Trunk Port	110	00	PBX Trunk Port	17	00	PBX Trunk Port	110	00
Rotary Service	33	75	Rotary Service	33	00	Rotary Service	33	00
Usage - Mile Bands			Usage - (STB)			Usage - (STB)		
A (0 mins)	30	02	inc. min.	30	05	Base Svc Area	30	02
	30	01	Add'l min.	30	02	Extended Svc Area	30	12
B (1-10 mins)	30	04	inc. min.					
C 11-16 mins existing LCA serv- iced in A-J & greater than 16 mins and also to county seat greater than 16 mins)	30	08	inc. min.					
	30	04	Add'l min.					
D 17-20 mins)	30	08	inc. min.					
	30	07	Add'l min.					
E 31-55 mins (Base LATA)	30	08	inc. min.					
	30	07	Add'l min.					
F 31-55 mins (Jambon LATA)	30	12	inc. min.					
	30	10	Add'l min.					
G 56-63 mins (Base LATA)	30	18	inc. min.					
	30	14	Add'l min.					

Tennessee		
Rate Elements	Rate	Per
Monthly		
Residence Port	34	00
Business Port	110	00
PBX Trunk Port	110	00
Rotary Service	34	00
Usage - Mile Bands		
A (0 mins)	30	02
B (1-30 mins)	30	08
C 30-40 mins)	30	10

Attachment C-18

Unbundled Products and Services and New Services

Service: Local Calling Area Boundary Guide

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

State: All

Rate(s): No Charge

ATTACHMENT 'D'

APPLICABLE DISCOUNTS

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

	DISCOUNT	
STATE	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA	18%	12%
GEORGIA	20.3%*	17.3%*
KENTUCKY	10%	8%
LOUISIANA	11%	10%
MISSISSIPPI	9%	8%
NORTH CAROLINA	12%	9%
SOUTH CAROLINA	10%	9%
TENNESSEE	11%	9%

*The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1998

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

(Date)

(To:)

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Teleport Communications Group ("TCG") pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear _____:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth and TCG are submitting to the _____ Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to TCG. The agreement was negotiated pursuant to Sections 251, 252 and 271 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and TCG within 90 days of its submission. 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 or necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.

Thank you for your consideration.

Very truly yours,

Attachment

For Discussion Purposes Only

Feature Group Interconnection Mutual Compensation Agreement

Feature Group Interconnection (FGI) compensation applies to any traffic that LEC A delivers to LEC B at a LEC B end office in which LEC A has established a collocation facility.

The FGI compensation rate applies to any traffic that originated to, or terminated from the collocated facility via the FGI trunks.

Compensation (C) for FGI traffic will be a percentage (P) of the sum of following interstate (SUM1) or intrastate (SUM2) switched access rate elements that are effective as of the traffic settlement date: tandem switching (ts), 5 mile tandem switch transport (tst), local switching (ls), carrier common line (ccl), and the residual (or network) interconnect charge (RIC); the percentage of this sum shall be applied after volume discounts, if any, are taken into account.

This percentage (P) is determined by dividing the sum of the interstate rates for (ls + ccl) effective as of June 1, 1996 by the sum of the rates for (ts + tst + ls + ccl + RIC) effective as of June 1, 1996. Thereafter:

— Compensation for interstate FGI traffic is: $C = P \times \text{SUM1}$

— Compensation for intrastate FGI traffic is: $C = P \times \text{SUM2}$

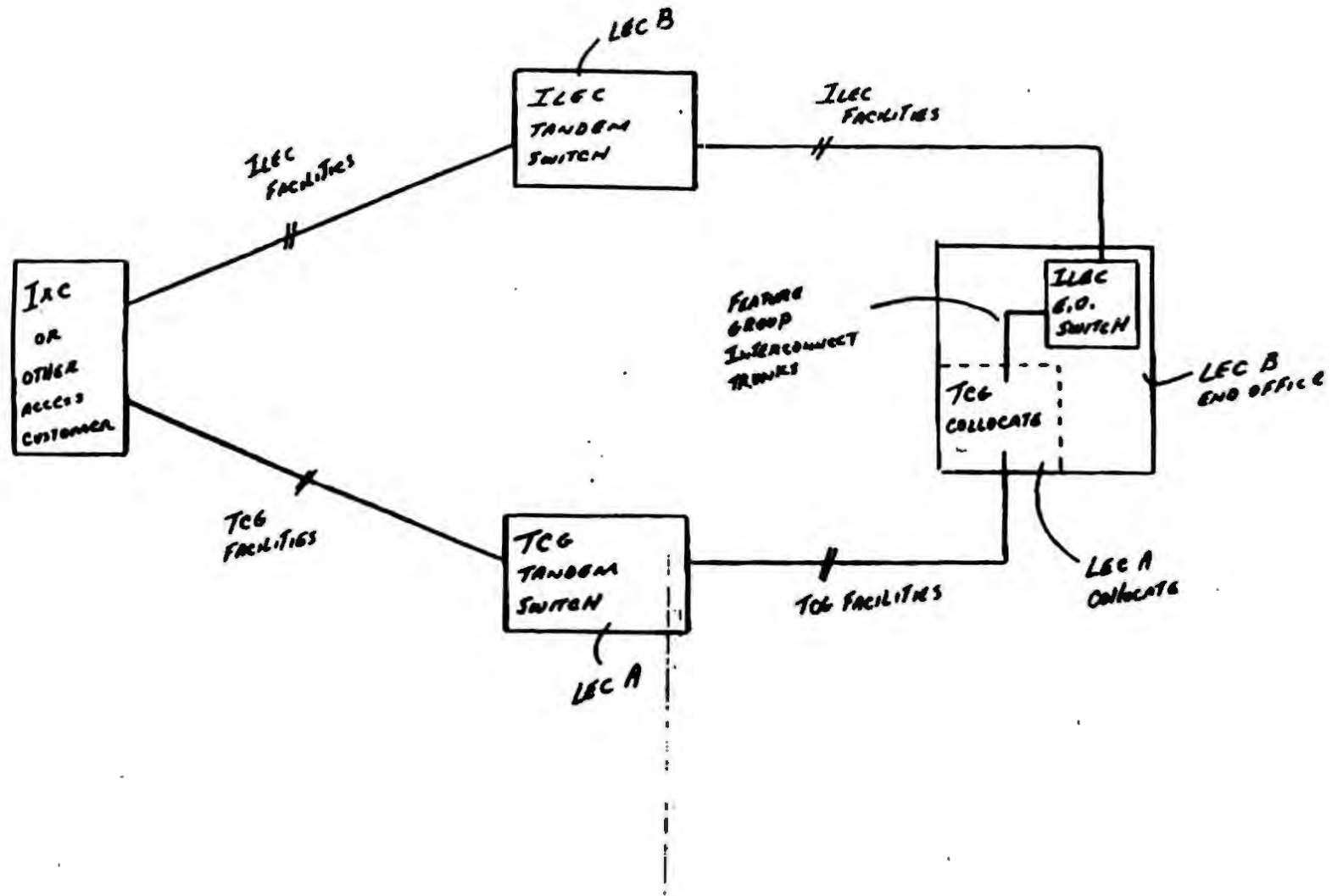
If any switched access rate element is changed from a minute of use charge to a bulk charge per pre-subscribed line or other non-mou basis, the compensation % (P) will be adjusted such that; if SUM1 and SUM2 are the sum of switched access rates prior the the change and SUM1a and SUM2a are the sum of switched access rates after the change, then:

-- $\text{SUM1} - (\text{SUM1} \times P) = \text{SUM1a} - (\text{SUM1a} \times \text{adjusted } P)$; and,

-- $\text{SUM2} - (\text{SUM2} \times P) = \text{SUM2a} - (\text{SUM2a} \times \text{adjusted } P)$

TCG Privileged and Confidential Information

FEATURE GROUP INTERCONNECT TRUNKS



05/31/96 08:42
MAY 31 '96 09:56 FR TCG
718 378 4266
718 378 4266 TO 914044200031 P.01

FOR DISCUSSION PURPOSES ONLY

Performance Standards and Penalties Appendix

A. General Performance Standards and Agreements

1. The carriers agree to a general performance and standards clause to provide each other installation, maintenance, and quality of service standards, performance and penalties that are equal to or exceed the best performance measurements for the following options:

- a) service performance provided to adjacent ILECs
- b) service performance provided to the top 10% of ILECs customers

2. ILEC agrees to provide TCG a quarterly report indicating actual ILEC performance for each performance measurement for 1a or 1b above.

3. TCG will compare the actual performance of service provided by the ILEC to 1a, or 1b, to the service it provided to TCG during the same time period. TCG will "grade" this comparison as noted on Attachment A (+1 if service to TCG meets or exceeds ILEC performance to other customers; -1 if it does not).

5. If the Total Performance grade (see box noted "TP" on Attachment A) for the ILEC is <1, the ILEC will discount all billing or settlement monies that TCG owes to the ILEC in accordance with the following penalty matrix. The discount will apply to the entire quarter following the quarter in which the penalty is incurred.

Penalty Matrix for Total Performance <1

<u>Consecutive Quarters</u>	<u>Penalty</u>
1	0
2	10%
3	25%
4	45%
5	70%
>5	100%

6. TCG agrees that all performance standards and penalties are reciprocal.

TCG PRIVILEGED AND CONFIDENTIAL INFORMATION

FOR DISCUSSION PURPOSES ONLY

B. Specific Performance Standards

1. The Physical Collocation Standard Interval will be 90 days from the date of the initial request. If the ILEC exceeds this interval by more than 30 days, the following penalties are incurred:

<u>Interval</u>	<u>Penalty</u>
120-150 days	50% discount on all non-recurring collocation fees
150-180 days	100% discount on all non-recurring collocation fees
180-210 days	100% discount on collocation fee + 50% discount on access/settlement bill for current month
>210 days	100% discount on collocation fee + 100% discount on access/settlement bill until collocation is complete

2. Any switching network failure or ILEC implementation delays that prevent TCG customers from sending or receiving traffic to or from ILEC customers is subject to a \$1,000,000 fine payable to TCG provided that the ILEC customers are able to send and receive traffic to each other during the same timeframe and in the same local tandem service area.

In addition the ILEC is required to provide written documentation explaining why the failure occurred and what steps the ILEC will take to prevent recurrence of such a failure.

3. Should TCG discover that the ILEC provided incorrect data for the general service performance measurements and such discovery is confirmed by the state commission, the ILEC will pay TCG a \$1,000,000 penalty fee.

TCG PRIVILEGED AND CONFIDENTIAL INFORMATION

Quarterly Measurement of ILEC Performance for Services Provided to TCG

Actual ILEC Performance for a) Top 10% of ILEC Customers by Revenue or b) adjacent ILECs

Performance Measurement	Actual ILEC Service Performance for a) or b)					
	DS0	DS1	DS3	Multiplies	CLEC Trunking	Unbundled Local
Install Interval						
Failure Frequency						
% Availability						
MTR						
TTTTTTTT						

Measurements of ILEC Performance for TCG:

- +1 = meets or exceeds actual ILEC performance (above)
- 1 = does not meet actual ILEC performance (above)

Performance Measurement	Measurement of Service Provided by ILEC to TCG						Total Performance
	DS0	DS1	DS3	Multiplies	CLEC Trunking	Unbundled Local	
Install Interval							
Failure Frequency							
% Availability							
MTR							
TTTTTTTT							
Total Performance							TP

ORIGINAL

**Amendment
to
Agreement Between
Teleport Communications Group, Inc. And
BellSouth Telecommunications, Inc.
Dated July 15, 1996**

This is an Amendment to the Agreement between Teleport Communications Group, Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth"), dated July 15, 1996 ("Agreement").

The Agreement is amended by incorporating therein by reference as Attachment E and Attachment E-1 the attached documents captioned "Attachment E to Agreement between Teleport Communications Group, Inc. And BellSouth Telecommunications, Inc., Dated July 15, 1996 - Dark Fiber" and "Attachment E-1 to Agreement between Teleport Communications Group, Inc. And BellSouth Telecommunications, Inc., Dated July 15, 1996 - Dark Fiber - Schedule of Rates and Charges", and is further amended as provided herein.

1. BellSouth shall upon request provide and TCG will accept and pay for Dark Fiber in accordance with the terms and conditions set forth herein and the schedule of prices set forth in Attachment E-1 to this Amendment which is incorporated herein by reference, in and for the states reflected in Attachment E-1.

2. Rate "True-Up". The interim prices reflected in Attachment E-1 shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the State in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter, collectively, the "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, TCG shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to TCG. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

3. The Parties may continue to negotiate as appropriate in an effort to obtain final prices for each of the items set forth in Attachment E-1, but in the event that no such agreement is reached within three (3) months of this Amendment (which time can be extended by mutual agreement of the Parties) either party may petition the Commission to resolve such disputes and to determine final rates for each of the items covered by this Amendment in accordance with the terms contained in Article XXV of the Agreement.

4. Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

(a) It shall be in a proceeding to which TCG and BellSouth are entitled to be full parties to the proceeding.

(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations, provided that said Act and such regulations are in effect at the time of the final order.

5. All other provisions of the Agreement, including any amendments thereto, shall remain in full force and effect. Nothing in this Amendment shall in any way limit TCG's ability to select substitute rates for Dark Fiber pursuant to the terms of Section XXIII of the Interconnection Agreement relating to "More Favorable Provisions" treatment.

6. Either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective and the services, facilities, etc. are available upon execution hereof and without further approval.

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

TELEPORT COMMUNICATIONS GROUP,
INC



Authorized Signature

DONALD P. NEENAN

Print or Type Name

RVP

Title

07/05/97

Date

BELLSOUTH TELECOMMUNICATIONS,
INC



Authorized Signature

Jerry D. Hendrix

Print or Type Name

Director

Title

07/09/97

Date

APPROVED AS TO FORM
LEGAL DEPARTMENT

Date 7/11/97 By PAN

Attachment E
to
Agreement Between
Teleport Communications Group, Inc. And
BellSouth Telecommunications, Inc.
Dated July 15, 1996

Dark Fiber

1. **Definition.** Dark Fiber is unused strands of optical fiber. Dark Fiber also includes strands of optical fiber existing in aerial or underground structure which have lightwave repeater (regenerator or optical amplifier) equipment interspliced to at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

2. **Requirements.** BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to TCG pursuant to the prices forth in Attachment E-1 of this Agreement. BellSouth shall make available Dark Fiber for the same extent and for the same purposes as it makes it available to itself, its affiliates, its subsidiaries, and others.

a. Availability of Unused Transmission Media other than Dark Fiber shall be determined by BellSouth on a case by case basis. BellSouth is not required to build out or deploy coaxial cable or copper where it has not been installed, although its availability will be affected as a result of future building out or deployment of such other unused transmission media.

b. BellSouth shall provide a Single Point of Contact (SPOC) for negotiating all Dark Fiber arrangements.

c. TCG may test the quality of the Dark Fiber to confirm its usability and performance specifications.

d. BellSouth shall use its best efforts to provide to TCG information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from TCG ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the date of the Request to sixty (60) days after Confirmation, BellSouth shall hold such requested Dark Fiber for TCG's use and may not allow any other party to use such media, including BellSouth.

e. BellSouth shall use its best efforts to make Dark Fiber available to TCG within thirty (30) business days after it receives written confirmation from TCG that the Dark Fiber previously deemed available by BellSouth is wanted for use by TCG. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable TCG to connect or splice TCG provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber

Attachment E-1
to
Agreement Between
Teleport Communications Group, Inc. And
BellSouth Telecommunications, Inc.
Dated July 15, 1996

Dark Fiber

Schedule of Rates and Charges

<u>State, Rate Element</u>	<u>Recurring¹</u>	<u>Nonrecurring</u>
<u>Alabama</u>	(2)	(2)
<u>Georgia</u>		
-Per each four-fiber dry fiber arrangement - First		\$1,000 00
-Per each fiber strand per foot or fraction thereof (per month)	\$0.0456	
<u>Kentucky</u>	(2)	(2)
<u>South Carolina</u>		
-Per each four-fiber dry fiber arrangement - First		\$1,000 00
-Per each fiber strand per foot or fraction thereof (per month)	\$0.0456	
<u>Tennessee</u>		
-Per each four-fiber dry fiber arrangement - First		\$1,808 19
-Per each four-fiber dry fiber arrangement - Additional		\$ 922 95
-Per each fiber strand per route mile or fraction thereof, per month	\$241 00	

Notes

1. Recurring charges are assessed monthly.
2. This Amendment shall be further amended to include these rates as they are made available by the Commission.

SECOND AMENDMENT

ORIGINAL

TO

**INTERCONNECTION AGREEMENT BETWEEN
TELEPORT COMMUNICATIONS GROUP, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.**

Pursuant to this Agreement (the "Amendment"), Teleport Communications Group, Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 15, 1996 ("Interconnection Agreement").

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

1. The Parties agree that BellSouth will, upon request, provide and TCG will accept and pay for Acceptance of the Physical Collocation Space Enclosure at Charlotte Caldwell in Charlotte, NC in accordance with the schedule of prices set forth in Attachment C-13-A to this Amendment which is incorporated herein by reference, in and for the state of North Carolina.

2. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

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


TELEPORT COMMUNICATIONS GROUP,
INC.

By: J. KURT HOKENMEIER

Title: SIP - NETWORK SLS

Date: 10/16/97


BELL SOUTH TELECOMMUNICATIONS,
INC.

By: Jerry Hendrix

Title: Director-Interconnection Services Pricing

Date: 10/09/97

APPROVED AS TO FORM
LEGAL DEPARTMENT
Date 10/10/97 By MUM

ATTACHMENT C-13-A

Rate Element Description	Type of Charge	Charge
Acceptance of Arrangement Enclosure (Note 1)	NRC (100 square feet)	\$ 26,000

Notes:

NRC: Non-recurring Charge - one-time charge

RC: Recurring Charge - charged monthly

(1) A one-time fee of twenty-six thousand dollars (\$26,000.00) shall be charged in lieu of the Space Preparation Fee and the Space Construction Fee, for the acceptance of a one hundred (100) square foot pre-built enclosed space at the Charlotte, NC Caldwell Street Central Office (CHRLNCCA). This fee covers the cost of the space "as-is". Modifications or additions to the existing space will be billed as space preparation on an individual case basis.

_____ (Date)

**Mr. Gene Clemmons, Director
Communications Division, Public Staff
North Carolina Utilities Commission
Post Office Box 29520
Raleigh, North Carolina 27626-0520**

Dear Mr. Clemmons:

Attached is a copy of the amendment dated October 16, 1997 between BellSouth Telecommunications, Inc. and Teleport Communications Group, Inc. ("TCG").

The purpose of this amendment is to allow TCG to accept and pay for a 100 square foot space enclosure at the Charlotte, NC Caldwell Street Central Office.

Yours truly,

Regulatory Vice President

Attachment

**Copy to: Telecommunications Advisor
Attorney General Legal Counsel**

ORIGINAL

Amendment No. 2-E

to

Agreement Between

**Teleport Communications Group, Inc. And
BellSouth Telecommunications, Inc.**

Dated July 15, 1996

This is Amendment Number 2-E to the Agreement between Teleport Communications Group, Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth"), dated July 15, 1996 ("Agreement").

The Agreement is amended by incorporating therein by reference as Attachment 2-E and Attachment 2-E-1 the attached documents captioned "Attachment 2-E to Agreement between Teleport Communications Group, Inc. And BellSouth Telecommunications, Inc., Dated July 15, 1996 - Dark Fiber" and "Attachment 2-E-1 to Agreement between Teleport Communications Group, Inc. And BellSouth Telecommunications, Inc., Dated July 15, 1996 - Dark Fiber - Schedule of Rates and Charges", and is further amended as provided herein. The attached documents replace Attachment E and Attachment E-1 in their entirety.

1. **BellSouth shall upon request provide and TCG will accept and pay for Dark Fiber in accordance with the terms and conditions set forth herein and the schedule of prices set forth in Attachment 2-E-1 to this Amendment which is incorporated herein by reference, in and for the states reflected in Attachment 2-E-1.**

2. **Rate "True-Up".** The interim prices reflected in Attachment 2-E-1 shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the State in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter, collectively, the "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, TCG shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to TCG. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

3. **The Parties may continue to negotiate as appropriate in an effort to obtain final prices for each of the items set forth in Attachment 2-E-1, but in the event that no such agreement is reached within three (3) months of this Amendment 2-E (which time can be extended by mutual agreement of the Parties) either party may petition the Commission to resolve such disputes and to determine final rates for each of the items covered by this Amendment 2-E in accordance with the terms contained in Article XXV of the Agreement.**

4. Any final order that forms the basis of a "true-up" under this Amendment 2-E shall meet the following criteria:

(a) It shall be in a proceeding to which TCG and BellSouth are entitled to be full parties to the proceeding.

(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations, provided that said Act and such regulations are in effect at the time of the final order.

5. All other provisions of the Agreement, including any amendments thereto, shall remain in full force and effect. Nothing in this Amendment 2-E shall in any way limit TCG's ability to select substitute rates for Dark Fiber pursuant to the terms of Section XXIII of the Interconnection Agreement relating to "More Favorable Provisions" treatment.

6. Either or both of the Parties is authorized to submit this Amendment 2-E to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment 2-E, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment 2-E is effective and further approval is not needed.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 2-E to be executed by their respective duly authorized representatives on the date indicated below.

TELEPORT COMMUNICATIONS GROUP, INC.


Authorized Signature

D.P. Hendrix
Print or Type Name

VP-Operations
Title

11/21/97
Date

BELLSOUTH TELECOMMUNICATIONS, INC.


Authorized Signature

Jerry D. Hendrix
Print or Type Name

Director
Title

11/25/97
Date

APPROVED AS TO FORM
LEGAL DEPARTMENT
Date 11/21/97 By [Signature]

Attachment 2-E1
to
Agreement Between
Teleport Communications Group, Inc. And
BellSouth Telecommunications, Inc.
Dated July 15, 1996

Dark Fiber

BellSouth agrees to offer access to Dark Fiber where the State commissions have required such access pursuant to the terms and conditions following and at the rates set forth in Attachment 2-E-1. The parties agree that Dark Fiber will be used in the provisioning of local service.

1. **Definition.** Dark Fiber is unused strands of optical fiber. Dark Fiber may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

2. **Requirements.** BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to TCG pursuant to the prices forth in Attachment 2-E-1 of this Agreement. BellSouth shall make available Dark Fiber for the same extent and for the same purposes as it makes it available to itself, its affiliates, its subsidiaries, and others.

a. BellSouth shall provide a Single Point of Contact (SPOC) for negotiating all Dark Fiber arrangements.

b. BellSouth shall provide Dark Fiber in its existing condition and will offer Dark Fiber without warranty, guarantee, or specification with regard to its condition or quality. TCG may test the quality of the Dark Fiber to confirm its usability and performance specifications. In the event TCG's test concludes the quality of the Dark Fiber is unsuitable, BellSouth shall offer substitute fiber if any spares are available.

c. BellSouth shall use its best efforts to provide to TCG information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from TCG ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the date of the Request to sixty (60) days after Confirmation, BellSouth shall hold such requested Dark Fiber for TCG's use and may not allow any other party to use such media, including BellSouth.

d. BellSouth shall use its best efforts to make Dark Fiber available to TCG within thirty (30) business days after it receives written confirmation from TCG that the Dark Fiber previously deemed available by BellSouth is wanted for use by TCG. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable TCG to connect or splice TCG provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

Attachment 2-E-1
to
Agreement Between
Teleport Communications Group, Inc. And
BellSouth Telecommunications, Inc.
Dated July 15, 1996

Dark Fiber

Schedule of Rates and Charges

<u>State, Rate Element</u>	<u>Recurring¹</u>	
<u>Nonrecurring</u>		
<u>Alabama</u>		
-Per each four-fiber Dark Fiber arrangement		\$1,000.00
-Per each fiber strand per route mile or fraction thereof (per month)	\$241.00	
<u>Georgia</u>		
-Per each four-fiber Dark Fiber arrangement		\$1,000.00
-Per each fiber strand per foot or fraction thereof (per month)	\$0.0456	
<u>Kentucky</u>		
	(2)	(2)
<u>South Carolina</u>		
-Per each four-fiber Dark Fiber arrangement		\$1,000.00
-Per each fiber strand per foot or fraction thereof (per month)	\$0.0456	
<u>Tennessee</u>		
-Per each four-fiber Dark Fiber arrangement - First		\$1,808.19
-Per each four-fiber Dark Fiber arrangement - Additional		\$ 922.95
-Per each fiber strand per route mile or fraction thereof (per month)	\$241.00	

Notes

1. Recurring charges are assessed monthly.
2. This Amendment shall be further amended to include these rates as they are made available by the Commission.

THIRD AMENDMENT

ORIGINAL

TO

AGREEMENT BETWEEN
TELEPORT COMMUNICATIONS GROUP, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.

Pursuant to this Agreement (the "Amendment"), Teleport Communications Group, Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Agreement between the Parties dated July 15, 1996 ("Agreement").

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

1. The Parties agree that BellSouth will, upon request, provide and TCG will accept and pay for (1) loops, (2) POT Bay Termination, (3) loop cross-connections and (4) loop channelization in accordance with the schedule of prices set forth in Attachment A-2 to this Amendment which is incorporated herein by reference, in and for the states reflected on Attachment A-2.

2. The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the body having jurisdiction over the matter for the affected states shall be called upon to resolve such differences or that they will submit the matter to commercial arbitration in accordance with the terms contained in Section XXV. of the Interconnection Agreement.

3. Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

(a) It shall be in a proceeding to which TCG and BellSouth are entitled to be full parties to the proceeding.

(b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.

(c) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any are required by said final order, shall form the basis of any "true-up."

4. The Parties agree that all of the other provisions of the Agreement, dated July 15, 1996, shall remain in full force and effect including any amendments thereto. Nothing in this Amendment shall in any way limit TCG's ability to select substitute rates for local loops, POT Bay Termination, loop cross connects, or loop channelization pursuant to the terms of Section XXIII of the Agreement relating to "more favorable" treatment.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective without further approval needed.

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

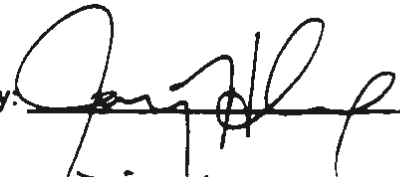
TELEPORT COMMUNICATIONS
GROUP, INC.

By: 

Title: VP. Operations

DATE: 4/24/97

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: 

Title: Director

DATE: 11/25/97

APPROVED AS TO FORM
LEGAL DEPARTMENT

Date 11/12/97 By 464

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises and is rated on a monthly and/or distance sensitive basis. It is engineered to meet the same parameters as residence or business exchange access line.

BellSouth shall allow TCG to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth herein:

"2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Both "pure copper" and "Unintegrated Digital Loop Carrier" (UDLC) systems shall be made available.

"4-Wire Analog Voice Grade Loops" or "Analog 4W" which support the transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface. Both "pure copper" and "Unintegrated Digital Loop Carrier" (UDLC) systems shall be made available.

"2-Wire ISDN Digital Grade Loops" which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. This is a 2B+D Basic Rate Interface Integrated Services Digital Network (BRI-ISDN) type of loop which will meet national ISDN standards.

"2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W loop is provided over a 2-wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL Loop terminates in a 2-wire electrical interface at the customer premises and the BellSouth Central Office frame.

"2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loop are available only where existing copper facilities can meet T1E1 Technical Report Number 28 specifications.

"4-Wire HDSL-Compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loop are available only where existing copper facilities can meet the specifications.

"Integrated Digital Loop Carrier" or "Integrated DLC" is the same as Digital Loop Carrier, except it is not demultiplexed, but instead the DS-1 facilities are directly connected into compatible digital equipment.

ATTACHMENT A-2

States: Alabama Florida Georgia Kentucky

Rate Elements	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**								
2-Wire Analog	\$18.00	\$55.20	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
4-Wire Analog	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
2-Wire ADSL/HDSL	\$18.00	\$55.20	\$17.00	\$44.80	\$17.00	\$25.80	\$17.00	\$58.40
4-Wire HDSL	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.80	\$27.20	\$58.40
2-Wire ISDN Digital	\$28.80	\$55.20	\$27.20	\$44.80	\$27.20	\$25.00	\$27.20	\$58.40
POT Bay								
2-wire	\$0.40		\$0.40		\$0.40		\$0.40	
4-wire	\$1.20		\$1.20		\$1.20		\$1.20	
Cross-Connects								
2-Wire Analog	\$0.30	\$18.40	\$0.30	\$15.20	\$0.30	\$12.60	\$0.30	\$16.00
4-Wire Analog	\$0.50	\$18.40	\$0.50	\$15.20	\$0.50	\$12.60	\$0.50	\$16.00
Loop Channelization								
Equipment	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00
Per Line	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to TCG in accordance with the corresponding rates specified above.

ATTACHMENT A-2

States: Louisiana Mississippi North Carolina South Carolina

Rate Elements	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**								
2-Wire Analog	\$17.00	\$68.00	\$22.00	\$53.36	\$17.00	\$33.00	\$18.00	\$51.20
4-Wire Analog	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
2-Wire ADSL/HDSL	\$17.00	\$68.00	\$22.00	\$53.36	\$17.00	\$33.00	\$18.00	\$51.20
4-Wire HDSL	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
2-Wire ISDN Digital	\$27.20	\$68.00	\$35.20	\$53.36	\$27.20	\$33.00	\$28.80	\$51.20
POT Bay								
2-wire	\$0.40		\$0.40		\$0.40		\$0.40	
4-wire	\$1.20		\$1.20		\$1.20		\$1.20	
Cross-Connects								
2-Wire Analog	\$0.30	\$20.80	\$0.30	\$13.00	\$0.30	\$11.60	\$0.30	\$8.00
4-Wire Analog	\$0.50	\$20.80	\$0.50	\$13.00	\$0.50	\$11.60	\$0.50	\$8.00
Loop Channelization								
Equipment	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00	\$400.00	\$525.00
Per Line	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to National Tel in accordance with the corresponding rates specified above.

ATTACHMENT A-2

States: Tennessee

Rate Elements	Monthly	Nonrecurring*
Unbundled Exchange Access Loop**		
2-Wire Analog	\$18.00	\$46.80
4-Wire Analog	\$28.80	\$46.80
2-Wire ADSL/DSL	\$18.00	\$46.80
4-Wire HDSL	\$28.80	\$46.80
2-Wire ISDN Digital	\$28.80	\$46.80
POT Bay		
2-wire	\$0.40	
4-wire	\$1.20	
Cross-Connects		
2-Wire Analog	\$0.30	\$19.20
4-Wire Analog	\$0.50	\$19.20
Loop Channelization		
Equipment	\$400.00	\$525.00
Per Line	\$1.15	\$8.00

* These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.

** In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, the loop will be unbundled from the IDLC and provided to TCG in accordance with the corresponding rates specified above.

FOURTH AMENDMENT
TO
AGREEMENT BETWEEN
TELEPORT COMMUNICATIONS GROUP, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.

Pursuant to this Agreement ("the Amendment"), Teleport Communications Group Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby amend that certain Agreement between the Parties dated July 15, 1996 ("Agreement").

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

1. BellSouth will, upon request, provide and TCG will accept and pay for 4-Wire DSL loops in accordance with the descriptions set forth in Attachment A-1, and the schedule of prices set forth in Attachment A-2, to this Amendment which are attached hereto and incorporated herein by reference, in and for the states reflected.

2. The Parties agree that the prices reflected herein shall be "true-up" (up or down) in the states of Alabama, Florida, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee where the prices are still interim, based on final prices either determined by further agreement or by final order (including any appeals) of the relevant state regulatory agency or other body having jurisdiction over the subject matter of this Amendment, which final order meets the criteria contained in paragraph 4 hereof. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Amendment, with the final prices determined for each item. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up", the Parties agree that the body having jurisdiction over the matter for the affected states shall be called upon to resolve such differences or that they will submit the matter to commercial arbitration in accordance with the terms contained in Section XXV. of the Agreement.

3. Any final order that forms the basis of a "true-up" under this Amendment shall meet the following criteria:

- a) It shall be in a proceeding to which TCG and BellSouth are entitled to be full parties to the proceeding.

- b) It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.
- c) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any are required by said final order, shall form the basis of any "true-up".

4. The Parties agree that all of the other provisions of the Agreement, dated July, 15, 1996, shall remain in full force and effect including and amendments thereto. Nothing in this Amendment shall in any way limit TCG's ability to select substitute rates for local loops, POT Bay Termination, loop cross-connects, or loop channelization pursuant to the terms of Section XXIII of the Agreement relating to "more favorable" treatment.

5. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective without further approval needed.

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

TELEPORT COMMUNICATIONS
GROUP, INC.

By: Thomas J. Schaefer

Printed Name: Thomas J Schaefer

Title: V.P. CARRIER RELATIONS

Date: 4/29/97

BELLSOUTH
TELECOMMUNICATIONS, INC.

By: Jerry D. Hendrix

Printed Name: Jerry D. Hendrix

Title: Director

Date: 5/6/97

APPROVED AS TO FORM
LEGAL DEPARTMENT
Date 5/19/97 By AVM

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

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

BellSouth shall allow TCG to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth herein:

"4-Wire DS1 Digital Grade Loop" is a dedicated digital transmission facility from BST's MDF to an end user's premises. This facility will allow the end user to send and receive traffic that utilizes technologies for high capacity services such as DS-1. This facility will include a Network Interface Device (NID) at the end user's location for the purpose of connecting the loop to the end user's inside wire.

Attachment A-2

	ALABAMA	FLORIDA	KENTUCKY
Unbundled Exchange Access Loop²			
4-Wire DSL			
Month y	\$64.19	\$80.00	\$67.96
NRC - 1^m	\$675.00	\$540.00	\$849.80
NRC - Add'l	\$315.00	\$465.00	\$523.27
NRC - Electronic Service Order - 1^m	\$10.80	\$10.80	\$10.80
NRC - Electronic Service Order - Add'l	\$10.80	\$10.80	\$10.80
NRC - Manual Service Order - 1^m	\$22.00	\$22.00	\$22.00
NRC - Manual Service Order - Add'l	\$22.00	\$22.00	\$22.00
NRC - Order Coordination for Specified Conversion Time¹	\$50.00	\$50.00	\$50.00

1. As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow TCG the ability to specify the time that the coordinated conversion takes place.
2. In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, to the extent that alternate facilities are available, BST will provide the loop on an unbundled basis from the IDLC in accordance with the corresponding rates specified above. If no alternate facilities are available, BST will utilize its existing special construction process to determine the additional costs required to place the requested facilities.

Attachment A-2

	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
Unbundled Exchange Access Loop¹				
4-Wire DSI				
Monthly	\$77.39	\$151.50	\$77.39	TBD
NRC - 1st	\$300.00	\$568.96	\$300.00	TBD
NRC - Add'l	\$250.00	\$335.56	\$250.00	TBD
NRC - Electronic Service Order - 1st	\$10.80	\$10.80	\$10.80	\$10.80
NRC - Electronic Service Order - Add'l	\$10.80	\$10.80	\$10.80	\$10.80
NRC - Manual Service Order - 1st	\$22.00	\$22.00	\$22.00	\$22.00
NRC - Manual Service Order - Add'l	\$22.00	\$22.00	\$22.00	\$22.00
NRC - Order Coordination for Specified Conversion Time¹	\$50.00	\$50.00	\$50.00	\$50.00

1. As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow TCG the ability to specify the time that the coordinated conversion takes place.
2. In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, to the extent that alternate facilities are available, BST will provide the loop on an unbundled basis from the IDLC in accordance with the corresponding rates specified above. If no alternate facilities are available, BST will utilize its existing special construction process to determine the additional costs required to place the requested facilities.

Attachment A-2

Georgia			
Unbundled Exchange Access Loop¹	Recurring Rate	Nonrecurring Rate Electronic	Nonrecurring Rate Manual
4 - Wire DSI			
Monthly	\$64.52		
NRC - 1st		\$429.98	\$448.92
NRC - Add'l		\$268.18	\$276.60
NRC - Order Coordination for Specified Conversion Time¹		\$34.52	\$34.52

Louisiana	
Rate Elements	Rate
Unbundled Exchange Access Loop¹	
4-Wire DSI	
Monthly	\$72.86
NRC - 1st	\$410.38
NRC - Add'l	\$255.48
NRC - Disconnect Charge - 1st	\$92.35
NRC - Disconnect Charge - Add'l	\$38.44
NRC - Electronic Service Order Charge - 1st	\$9.16
NRC - Electronic Service Order Charge - Add'l	\$9.16
NRC - Incremental Cost - Manual Service Order - 1st	\$18.14
NRC - Incremental Cost - Manual Service Order - Add'l	\$8.06
NRC - Incremental Cost - Manual Service Order - Disconnect	\$11.41
NRC - Order Coordination for Specified Conversion Time¹	\$33.05

1. As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow TCG the ability to specify the time that the coordinated conversion takes place.
2. In the event that an unbundled loop ordered by TCG is part of an Integrated Digital Loop Carrier (IDLC) system, to the extent that alternate facilities are available, BST will provide the loop on an unbundled basis from the IDLC in accordance with the corresponding rates specified above. If no alternate facilities are available, BST will utilize its existing special construction process to determine the additional costs required to place the requested facilities.

SEVENTH AMENDMENT

TO

THE INTERCONNECTION AGREEMENT BETWEEN
TELEPORT COMMUNICATIONS GROUP, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JULY 15, 1996

Pursuant to this Agreement (the "Amendment"), Teleport Communications Group, Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties", hereby agree to amend that Interconnection Agreement between the Parties dated July 15, 1996 ("Interconnection Agreement").

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

1. The Parties agree that Attachment D, entitled Applicable Discounts, to the Interconnection Agreement, shall be modified by deleting the references to Tennessee wholesale discounts of 11% for residence customers and 9% for business customers. The parties further agree that the resale restrictions set forth in Section X.V.C. shall be deleted from the Interconnection Agreement.

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

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

4. The Parties acknowledge that the terms of this Amendment were established as a result of orders of the Tennessee Regulatory Authority ("TRA") in the Arbitrations and Avoidable Cost proceedings. The Parties agree that execution of this Amendment and its submission to the TRA is made without prejudice to the rights of BellSouth to challenge any

ISSUE 1: WHAT SERVICES PROVIDED BY BELLSOUTH, IF ANY, SHOULD BE EXCLUDED FROM RESALE?¹¹

COMMENTS AND DISCUSSION:

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

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

Finally, Director Malone added that restrictions on cross-class selling are permissible restrictions on the services available for resale.¹²

¹¹ The motion was made by Chairman Greer and amended by Director Malone. The motion as amended was seconded by Director Malone and passed unanimously.

¹² This matter was also covered in the motion made by Director Kyle in Issue 2. Both the amendment which Director Malone made to the motion of Chairman Greer in Issue 1 and the motion of Director Kyle in Issue 2 passed unanimously. The order on this aspect has been reduced to writing in Paragraph 13.

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

ORDERED:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. LifeLine Services and rates shall be offered by AT&T or MCI in a manner similar to the manner in which LifeLine Services are offered in the market today, that is through a discount to BellSouth's Message Rate Service, General Subscriber Tariff A3.2.4.¹⁴

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

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

e. BellSouth shall charge the federally-mandated Subscriber Line Charge (currently \$3.50) to AT&T and MCI.¹⁵

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

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

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

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

¹⁴ However, if a competitor has a proposal that it believes is just and reasonable, the competitor may file the proposal with the Authority for consideration.

¹⁵ See FCC Report and Order, Paragraph 983.

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

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

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

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

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

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

COMMENTS AND DISCUSSION:

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

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

ORDERED:

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

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

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

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

- and 13:
- a. the terms and conditions listed above in Paragraphs 9, 10, 11, 12
 - b. a restriction on the resale of access;
 - c. a restriction on the resale to independent pay phone providers.
 - d. a restriction on cross-class selling; and
 - e. reasonable, non-discriminatory, and narrowly tailored terms, conditions, and limitations in the underlying BellSouth tariffs.

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

EIGHTH AMENDMENT

TO INTERCONNECTION AGREEMENT BETWEEN TELEPORT COMMUNICATIONS GROUP, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 15, 1996

Pursuant to this Agreement ("the Amendment"), Teleport Communications Group, Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby amend that certain Interconnection Agreement between the Parties dated July 15, 1996 ("Agreement").

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

1. Article IV of the Agreement is hereby modified to include the following:
 - P. Attachment B-5 of this Agreement contains the Rates, Terms and Conditions for local interconnection of Frame Relay services.
2. Attachment B-5, shown here as Exhibit A, is hereby incorporated herein by reference to the Agreement.
3. The Parties agree that all of the other provisions of the Agreement, dated July 15, 1996, shall remain in full force and effect including any amendments thereto. Nothing in this Amendment shall in any way limit TCG's ability to select a substitute Local Interconnection of Frame Relay service arrangement pursuant to the terms of Section XXIII of the Agreement relating to "more favorable" treatment.
4. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective without further approval needed.

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

~~Teleport Communications Group, Inc.~~

~~BellSouth Telecommunications, Inc.~~





Name: Jim Washington

Name: Jerry D. Hendrix

Title: VP - Contract Review & Settlements

Title: Director - Interconnection Services Pricing

Date: 6/10/98

Date: 6/17/98

APPROVED AS TO FORM
LEGAL DEPARTMENT

DATE 6/18/98 BY MCM

Attachment B-5

A. Frame Relay Service Traffic

The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which TCG is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between TCG and BellSouth Frame Relay Switches in the same LATA.

A.1 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually-agreed upon Frame Relay Service point(s) of interconnection ("POIs") within the LATA. All POIs shall be within the same Frame Relay Network Serving Area as defined in Section A40 of BellSouth's General Subscriber Services Tariff.

A.1.1 Upon the request of either Party, such interconnection will be established where BellSouth and TCG have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in the central office of a Party, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

A.1.2 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay Trunks between the respective Frame Relay switches and the POIs.

A.1.3 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use ("PLCU") factor PLCU, determined as follows:

(i) Frame Relay framed packet data is transported within Virtual Circuits ("VC"). For the purposes of calculating the PLCU, if the two end points of the VC remain within the LATA, then the VC is local ("Local VC").

(ii) If the originating and terminating locations of the VC are not in the same LATA, the VC is considered interLATA.

A.4.1 For NNI ports provided by BellSouth to TCG, BellSouth will invoice, and TCG will pay, the total non-recurring and recurring charges for the NNI port.

A.4.2 For NNI ports provided by TCG to BellSouth, TCG will invoice, and BellSouth will pay an amount equal to the total non-recurring and recurring charges for the NNI port times the PLCU.

A.5 A Permanent Virtual Circuit ("PVC") is a logical channel from a frame relay network interface (e.g., NNI or User Network Interface) to another frame relay network interface. A PVC is created when a Data Link Channel Identifier ("DLCI") is mapped together with another DLCI. Neither Party will charge the other Party any DLCI or Committed Information Rate ("CIR") charges for the PVC from its Frame Relay switch to its own subscriber's premises.

A.6 For the PVC between the TCG and BellSouth Frame Relay switches, compensation for the DLCI and CIR charges are based upon the rates in the BellSouth F.C.C. Tariff No. 1. Compensation for PVC and CIR rate elements shall be calculated as follows:

For PVCs between the BellSouth Frame Relay switch and the TCG Frame Relay switch, BellSouth will invoice, and TCG will pay, the total non-recurring and recurring DLCI and CIR charges. If the VC is a Local VC, TCG will invoice and BellSouth will pay, 100% of the DLCI and CIR charges initially billed by BellSouth for that PVC. If the VC is not local, no compensation will be paid to TCG for the PVC.

A.6.2 Each Party will compensate the other Party for any applicable Feature Change or Transfer of Service Charges as set forth in BellSouth's Tariff F.C.C. No. 1. **A.6.3** The Parties agree to limit the sum of the CIR for the VCs on a given NNI port to not more than two times the port speed.

A.7 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or InterLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or InterLATA Frame Relay Service are included in the BellSouth access tariffs.

A.8 Until such time as BellSouth obtains authority to provide in-region interLATA service, TCG will identify and report its PLCU to BellSouth on a quarterly basis.

A.9 Either Party may request a review or audit of the various service components, including but not limited to a Party's determination of its PLCU, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

A.10 If during the term of this Agreement, BellSouth obtains authority to provide in-region, interLATA service, the Parties shall renegotiate the provisions of A.2, A.4, A.6 and A.8 to account for BellSouth's PLCU. In the event the parties are unable to reach agreement within one hundred eighty (180) days of the date BellSouth receives interLATA authority, the matter shall be resolved pursuant to the dispute resolution provisions set forth in the Interconnection Agreement.