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Tallahassee, Florida 32301-1556

Marshall M. Criser, III  
Regulatory Vice President

RECORDS AND  
REPORTING

March 17, 1999

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

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Comm South Companies, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Comm South Companies, Inc. are submitting to the Florida Public Service Commission their amendment to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Comm South Companies, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-97-1325-FOF-TP issued October 24, 1997 in Docket 970892-TP.

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

Very truly yours,

*Marshall M. Criser III*  
Regulatory Vice President  
(22)

DOCUMENT NUMBER - DATE

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FPSC-RECORDS/REPORTING

**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Agreement, effective as of February 23, 1999, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and Comm South Companies, Inc. ("Local Exchange Company"), a Texas corporation, and their fully authorized officers.

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

**I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the **Local Exchange Company** and pursuant to which BST, its LIDB customers and **Local Exchange Carrier** shall have access to such information. **Local Exchange Carrier** understands that **BST provides access** to information its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of **Local Exchange Carrier**, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby **made a part** of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. 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.

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

Additionally, Local Exchange Company understands that presently **BST has no method** to differentiate between BST's own billing and line data in the LIDB **and such data** which it includes in the LIDB on Local Exchange Company's behalf pursuant to **this Agreement**.

Therefore, until such time as BST can and does implement in its **LIDB and its supporting** systems the means to differentiate Local Exchange Company's data **from BST's data** and the parties to this Agreement execute appropriate amendments hereto, **the following terms and** conditions shall apply:

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

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

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

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

## II. TERM

This Agreement will be effective as of February 23, 1999, 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.

## III. FEES FOR SERVICE AND TAXES

A. 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.

B. 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.

## IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified

party agrees to notify the other party promptly, in writing, of **any written claims**, lawsuits, or demands for which the other party is responsible under this **Section** and to cooperate in every reasonable way to facilitate defense or settlement of claims. **The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.**

#### V. **LIMITATION OF LIABILITY**

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

#### VI. **MISCELLANEOUS**

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

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

C. 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.

D. 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.

E. 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.

F. 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**.

G. 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.

Signature: [Handwritten Signature]

Printed Name: Jerry Hendrix

Title: Director

Date: 3/9/99

Address: 675 West Peachtree St. N.E.  
Room 34S91  
Atlanta, GA 30375

COMM SOUTH COMPANIES, INC.

Signature: [Handwritten Signature]

Printed Name: Toizy Wilson

Title: VP

Date: 3/8/99

Address: 101 E. Randol Mill Suite 108  
Arlington, TX 76011



**(Resale)**

**ADDENDUM NO. 1  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated February 23, 1999, between BellSouth Telecommunications, Inc. ("BST"), and Local Exchange Company ("Comm South"), effective the 23<sup>rd</sup> day of February, 1999.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Comm South's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Comm South, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

A. 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.

B. 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.

C. 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.

D. Calling Card number - a billing number plus PIN number assigned by BST

E. 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.

F. 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 Comm South.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. 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 Comm South.

### III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Comm South 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.

B. 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 Comm South. BST will **not issue line-based** calling cards in the name of Comm South's individual end users. In the event **that Comm South** wants to include calling card numbers assigned by the Comm South in the **BST LIDB**, a separate agreement is required.

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

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

1. 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.

2. Determine whether the Comm South has **identified the billing number** as one which should not be billed for collect or third number calls, or **both**.

**IV. COMPLIANCE**

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

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

BELLSOUTH TELECOMMUNICATIONS, INC.

Signature: 

Printed Name: Jerry Hendrix

Title: Director

Date: 3/9/99

Address: 675 West Peachtree St. N.E.  
Room 34S91  
Atlanta, GA 30375

COMM SOUTH COMPANIES, INC.

Signature: 

Printed Name: Toby Wilson

Title: VP

Date: 3/8/99

Address: 101 E. Randol Mill Suite 108  
Arlington, TX 76011