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Marshall M. Criser III
Regulatory Vice President

September 28, 2000

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

Re: Docket 001161-TP Approval of a Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and NOW Communications, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

On August 15, 2000, BellSouth and NOW Communications, Inc. filed a Resale agreement for approval by the Florida Public Service Commission in Docket 001161-TP.

Attached are replacement pages 3, 4, and 5 of Part A of the resale agreement and should be substituted for the original pages, which referred to "CLEC-1" as the intended reseller rather than NOW Communications, Inc.

Thank you for your help in this matter.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

(22)

Attachments

APP _____
CAF _____
CMP *Arant*
COM _____
CTR _____
ECR _____
LEG *I*
OPC _____
PAI _____
RGO _____
SEC *I*
SER _____
OTH _____

DOCUMENT NUMBER-DATE

12355 SEP 28 8

FPSC-RECORDS/REPORTING

3. Ordering Procedures

- 3.1 NOW shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.
- 3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, for the services ordered.
- 3.3 NOW shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

4. Parity

When NOW purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users.

5. White Pages Listings

BellSouth shall provide NOW and their customers access to white pages directory listings under the following terms:

- 5.1 Listings. NOW shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include NOW residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between NOW and BellSouth subscribers.
- 5.2 Rates. BellSouth and NOW will provide to each other subscriber primary listing information in the White Pages for a non-recurring charge.
- 5.3 Procedures for Submitting NOW Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.
- 5.3.1 Notwithstanding any provision(s) to the contrary, NOW agrees to provide to BellSouth, and BellSouth agrees to accept, NOW's Subscriber Listing Information (SLI) relating to NOW's customers in the geographic area(s) covered by this Interconnection Agreement. NOW authorizes BellSouth to release all such NOW SLI provided to BellSouth by NOW to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such NOW SLI shall be intermingled with BellSouth's own customer

listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- 5.3.2 No compensation shall be paid to NOW for BellSouth's receipt of NOW SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of NOW's SLI, or costs on an ongoing basis to administer the release of NOW SLI, NOW shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by NOW under this Agreement. NOW shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate NOW listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to NOW any complaints received by BellSouth relating to the accuracy or quality of NOW listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. NOW will be required to provide to BellSouth the names, addresses and telephone numbers of all NOW customers that wish to be omitted from directories.
- 5.5 Inclusion of NOW Customers in Directory Assistance Database. BellSouth will include and maintain NOW subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and NOW shall provide such Directory Assistance listings at no recurring charge. BellSouth and NOW will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord NOW's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to NOW's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to NOW subscribers at no charge or as specified in a separate BAPCO agreement.

6. Bona Fide Request/New Business Request Process for Further Unbundling

If NOW is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of NOW, provide to NOW access to its network elements at any technically feasible point for the provision of NOW's telecommunications service where such access is necessary and failure to provide access would impair the ability of NOW to provide services that it seeks to offer. Any request by NOW for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

6.1 A Bona Fide Request/New Business Request shall be submitted in writing to NOW's Account Manager by NOW and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include NOW's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. Court Ordered Requests for Call Detail Records and Other Subscriber Information

To the extent technically feasible, BellSouth maintains call detail records for NOW end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for NOW end users for the same length of time it maintains such information for its own end users.

7.1 NOW agrees that BellSouth may respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to NOW end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

7.2 Where BellSouth is providing to NOW telecommunications services for resale or providing to NOW the local switching function, then NOW agrees that in those cases where NOW receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to NOW end users, if NOW does not have