



BellSouth Telecommunications, Inc.
2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6311
Fax 615 214-7406

Patrick Turner
Attorney

May 11, 2000

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37245

Re: *Discount Communications, Inc.*
Docket No. 00-00230

Dear Mr. Waddell:

In the process of preparing post-hearing briefs, the parties have realized that the original Resale Agreement entered into between BellSouth and Discount Communications (signed in March 1998) was never entered as an Exhibit. I am attaching a copy of this Agreement to this letter and requesting, on behalf of both BellSouth and Discount Communications, that the TRA accept it as late-filed Exhibit No. 18. Mr. Walker has given me permission to make this request on his behalf.

Very truly yours,

Patrick W. Turner

PWT/jem

Enclosure

cc: Counsel of Record

POSTED
5/12/00

CERTIFICATE OF SERVICE

I hereby certify that on May 11, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

Richard Collier, Esquire
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0500

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

Henry Walker, Esquire
Boult, Cummings, Conners & Berry
414 Union Avenue, #1600
Post Office Box 198062
Nashville, Tennessee 37219-8062

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

Vance Broemel, Esquire
Consumer Advocate Division
426 Fifth Avenue North
Nashville, Tennessee 37243-0500





BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-8301
Fax 615 214-7406

REC'D TN
REGULATORY AUTH.

39 JAN 21 PM 3 45
January 20, 1999

Guy M. Hicks
General Counsel

OFFICE OF THE
EXECUTIVE SECRETARY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

99-00032

Re: Approval of the Resale Agreement and Amendment Thereto
Negotiated by BellSouth Telecommunications, Inc. and Discount
Communications pursuant to Sections 251 and 252 of the
Telecommunications Act of 1996.

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. and Discount Communications are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and thirteen copies of the attached Petition for Approval of the Resale Agreement dated March 13, 1998, together with the Amendment to the Resale Agreement dated September 3, 1998 (collectively referred to as the "Agreement"). The Amendment to the Agreement corrects the Shared Tenant Service tariff reference by replacing "A23" with "A27". The resale discount is set forth in Exhibit A to the Agreement.

Sincerely yours,

DISCOUNT COMMUNICATIONS

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: _____

Edward Hayes
6647 Steeplechase Circle
Memphis, TN 38141

BY: _____

Guy M. Hicks
Suite 2101, 333 Commerce Street
Nashville, TN 37219-1823

REC'D TN
REGULATORY AUTH.

BELLSOUTH

BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-8301
Fax 615 214-7406

'99 JAN 21 PM 3 45
January 20, 1999
OFFICE OF THE
EXECUTIVE SECRETARY

Guy M. Hicks
General Counsel

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

99-00032

Re: Approval of the Resale Agreement and Amendment Thereto
Negotiated by BellSouth Telecommunications, Inc. and Discount
Communications pursuant to Sections 251 and 252 of the
Telecommunications Act of 1996.

Dear Mr. Waddell:

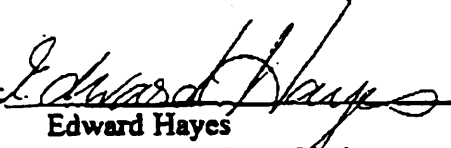
Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. and Discount Communications are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and thirteen copies of the attached Petition for Approval of the Resale Agreement dated March 13, 1998, together with the Amendment to the Resale Agreement dated September 3, 1998 (collectively referred to as the "Agreement"). The Amendment to the Agreement corrects the Shared Tenant Service tariff reference by replacing "A23" with "A27". The resale discount is set forth in Exhibit A to the Agreement.

Sincerely yours,

DISCOUNT COMMUNICATIONS

BELLSOUTH TELECOMMUNICATIONS, INC.

BY:


Edward Hayes
6647 Steeplechase Circle
Memphis, TN 38141

BY:

Guy M. Hicks
Suite 2101, 333 Commerce Street
Nashville, TN 37219-1823

#139833

JAN 20 '99 17:40

PAGE.02

BEFORE THE TENNESSEE REGULATORY AUTHORITY REC'D TN
Nashville, Tennessee REGULATORY AUTH.

In re: *Approval of Resale Agreement and Amendment Thereto Negotiated by
BellSouth Telecommunications, Inc. and Discount Communications
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 99-00032

133 JAN 21 PM 3 45
OFFICE OF THE
EXECUTIVE SECRETARY

**PETITION FOR APPROVAL OF RESALE AGREEMENT AND
AMENDMENT THERETO NEGOTIATED BETWEEN BELL SOUTH
TELECOMMUNICATIONS, INC. AND DISCOUNT COMMUNICATIONS
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Discount Communications ("Discount") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Resale Agreement dated March 13, 1998, together with the Amendment to the Resale Agreement dated September 3, 1998 (sometimes collectively referred to as the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Discount and BellSouth state the following:

1. Discount and BellSouth have successfully negotiated an Agreement providing for the resale of BellSouth's telecommunications services to Discount. The parties have also recently negotiated an amendment to the Resale Agreement. The Amendment corrects the Shared Tenant Service tariff reference by replacing "A23" with "A27". A copy of the Agreement and Amendment are attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996,

Discount and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between Discount and BellSouth within 90 days of its submission. The Act provides that the TRA 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.

4. Discount and BellSouth aver that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Discount and BellSouth respectfully request that the TRA approve the Agreement, including the Amendment, negotiated between the parties.

This 20 day of January, 1999.

Respectfully submitted,

DISCOUNT COMMUNICATIONS

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Edward Hayes
Edward Hayes
6647 Steeplechase Circle
Memphis, TN 38141
615/254-3060

By: _____
Guy M. Hicks
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

Discount and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between Discount and BellSouth within 90 days of its submission. The Act provides that the TRA 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.

4. Discount and BellSouth aver that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Discount and BellSouth respectfully request that the TRA approve the Agreement, including the Amendment, negotiated between the parties.

This _____ day of January, 1999.

Respectfully submitted,

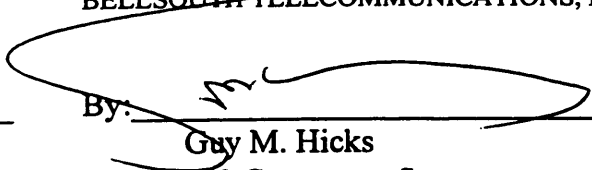
DISCOUNT COMMUNICATIONS

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Edward Hayes
6647 Steeplechase Circle
Memphis, TN 38141
615/254-3060

By: _____


Guy M. Hicks
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

AMENDMENT TO
RESALE AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND DISCOUNT COMMUNICATIONS
DATED MARCH 13, 1998

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Discount Communications ("Discount Communications") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Resale Agreement between the Parties dated March 13, 1998 ("Resale 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:

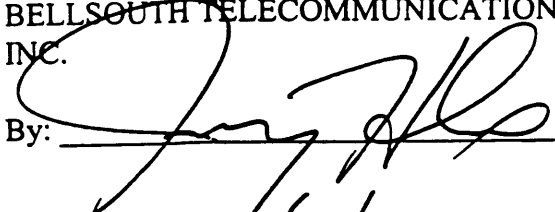
1. Section IV. 3 of the Resale Agreement is hereby amended to included the appropriate Shared Tenant Service tariff reference, A27, for the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

2. All of the other provisions of the Resale Agreement, dated March 13, 1998 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 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.

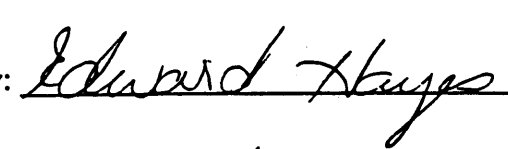
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BELLSOUTH TELECOMMUNICATIONS,
INC.

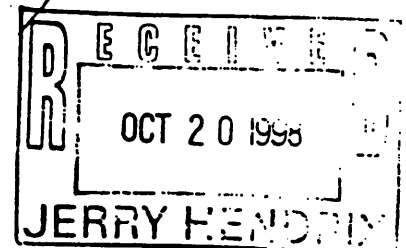
By: 

DATE: 8/6/98

DISCOUNT COMMUNICATIONS

By: 

DATE: 9/3/98



**Agreement Between BellSouth Telecommunications, Inc. and Discount Communications
Regarding The Sale of BellSouth Telecommunications Services to Discount Communications For
The Purposes of Resale**

THIS AGREEMENT is by and between BellSouth Telecommunications, Inc., ("BellSouth or Company"), a Georgia corporation, and Discount Communications ("Reseller"), and shall be deemed effective as of March 13, 1998.

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, Discount Communications is or seeks to become an alternative local exchange telecommunications company authorized to provide telecommunications services in the state of Tennessee; and

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

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

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

I. Term of the Agreement

- A. The term of this Agreement shall be two years beginning March 13, 1998 and shall apply to all of BellSouth's serving territory as of January 1, 1997 in the state of Tennessee;
- B. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.
- C. The rates pursuant by which Discount Communications is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

II. Definition of Terms

- A. **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- B. **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Com

- C. **END USER** means the ultimate user of the telecommunications services.
- D. **END USER CUSTOMER LOCATION** means the physical location of the premises where an end user makes use of the telecommunications services.
- E. **NEW SERVICES** means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- F. **OTHER LOCAL EXCHANGE COMPANY (OLEC)** means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
- G. **RESALE** means an activity wherein a certificated OLEC, such as Discount Communications subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").
- H. **RESALE SERVICE AREA** means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Discount Communications, may offer resold local exchange telecommunications service.

III. General Provisions

- A. Discount Communications may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

- B. Discount Communications may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
 - 1. Discount Communications must resell services to other end users.
 - 2. Discount Communications must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams.
 - 3. Discount Communications cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.
- C. The provision of services by the Company to Discount Communications does not constitute a joint undertaking for the furnishing of any service.

- D. Discount Communications will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Discount Communications for all services.
- E. Discount Communications will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.
- F. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.
- G. The Company maintains the right to serve directly any end user within the service area of Discount Communications. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Discount Communications.
- H. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- I. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Discount Communications has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.
- J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Discount Communications.
- K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- M. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.
- N. The Company accepts no responsibility to any person for any unlawful act committed by Discount Communications or its end users as part of providing service to Discount Communications for purposes of resale or otherwise.
- O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Discount Communications will be directed to Discount Communications. The Company will bill Discount Communications for implementing any requests by law enforcement agencies regarding Discount Communications end users.
- P. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:
 - 1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;

2. Cause damage to their plant;
 3. Impair the privacy of any communications; or
 4. Create hazards to any employees or the public.
- Q. Discount Communications assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Discount Communications.
- R. Facilities and/or equipment utilized by BellSouth to provide service to Discount Communications remain the property of BellSouth.
- S. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.
- T. BellSouth will provide customer record information to Discount Communications provided Discount Communications has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.
1. Discount Communications agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Discount Communications. Discount Communications will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.
 2. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Discount Communications who utilize the services.
- U. BellSouth will provide certain selected messaging services to Discount Communications for resale messaging service without the wholesale discount.
- V. BellSouth's Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- W. All costs incurred by BellSouth for providing services to Discount Communications that are not covered in the BellSouth tariffs shall be recovered from the Discount Communications(s) who utilize those services.

IV. BellSouth's Provision of Services to Discount Communications

- A. Discount Communications 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 Discount Communications is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Discount Communications shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Discount Communications 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 Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.
 4. Discount Communications 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 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.
 5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Discount Communications will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Discount Communications actually makes the payment to the Company may be assessed.
 6. The Company reserves the right to periodically audit services purchased by Discount Communications to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Discount Communications shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.
- B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.
- C. Discount Communications may resell services only within the specific resale service area as defined in its certificate.
- D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.
- E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Discount Communications is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

V. Maintenance of Services

- A. Discount Communications will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

- B. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.
- C. Discount Communications or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.
- D. Discount Communications accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- E. Discount Communications will be the Company's single point of contact for all repair calls on behalf of Discount Communications's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Discount Communications will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Discount Communications accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- H. The Company will bill Discount Communications for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- I. The Company reserves the right to contact Discount Communications's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

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

user's service from Discount Communications to the other LEC. The Company will notify Discount Communications that such a request has been processed.

- F. If the Company determines that an unauthorized change in local service to Discount Communications has occurred, the Company will reestablish service with the appropriate local service provider and will assess Discount Communications as the OLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Discount Communications. These charges can be adjusted if Discount Communications provides satisfactory proof of authorization.
- G. In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
 - 1. Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
 - 2. If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
 - 3. Such security deposit may not exceed two months' estimated billing.
 - 4. The fact that a security deposit has been made in no way relieves Discount Communications from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.
 - 5. The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
 - 6. In the event that Discount Communications defaults on its account, service to Discount Communications will be terminated and any security deposits held will be applied to its account.
 - 7. In the case of a cash deposit, interest at a rate as set forth in the appropriate BellSouth tariff shall be paid to Discount Communications during the continuance of the security deposit. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Discount Communications by the accrual date.

VII. Payment And Billing Arrangements

- A. When the initial service is ordered by Discount Communications, the Company will establish an accounts receivable master account for Discount Communications.
- B. The Company shall bill Discount Communications on a current basis all applicable charges and credits.
- C. Payment of all charges will be the responsibility of Discount Communications. Discount Communications shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Discount Communications from Discount Communications's

customer. The Company will not become involved in billing disputes that may arise between Discount Communications and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

- D. The Company will render bills each month on established bill days for each of Discount Communications's accounts.
- E. The Company will bill Discount Communications, 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, to Discount Communications.
- F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.
 - 1. If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.
- G. Upon proof of tax exempt certification from Discount Communications, the total amount billed to Discount Communications will not include any taxes due from the end user. Discount Communications will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- H. As the customer of record, Discount Communications will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.
- J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Discount Communications.
- K. The Company will not perform billing and collection services for Discount Communications as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.
- L. Pursuant to 47 CFR Section 51.617, the Company will bill Discount Communications end user common line charges identical to the end user common line charges the Company bills its end users.

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

VIII. Discontinuance of Service

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

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

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

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Discount Communications of the rules and regulations of the Company's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Discount Communications, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Discount Communications's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.
3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If Discount Communications fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty

days written notice to the person designated by Discount Communications to receive notices of noncompliance, discontinue the provision of existing services to Discount Communications at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Discount Communications's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Discount Communications without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Discount Communications's services will be discontinued. Upon discontinuance of service on a Discount Communications's account, service to Discount Communications's end users will be denied. The Company will also reestablish service at the request of the end user or Discount Communications upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Discount Communications is solely responsible for notifying the end user of the proposed disconnection of the service.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

IX. Liability

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Discount Communications, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Discount Communications for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- B. The Company shall be indemnified and saved harmless by Discount Communications against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Discount Communications.
- C. The Company shall be indemnified, defended and held harmless by Discount Communications and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:
 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Discount Communications's or end user's own communications.
 2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Discount Communications.

3. All other claims arising out of an act or omission of Discount Communications or its end user in the course of using services.
- D. Discount Communications accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Discount Communications with respect to any end user of Discount Communications.

X. Treatment of Proprietary and Confidential Information

- A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.
- B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

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

XII. Limitation of Use

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

XIII. Waivers

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

XIV. Governing Law

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

XV. Arm's Length Negotiations

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

XVI. Notices

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

BellSouth Telecommunications, Inc.
CLEC Account Team
3535 Colonnade Parkway
Room E4E1
Birmingham, AL 35243

Discount Communications
6647 Steeplechase Circle
Memphis, TN 38141

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.

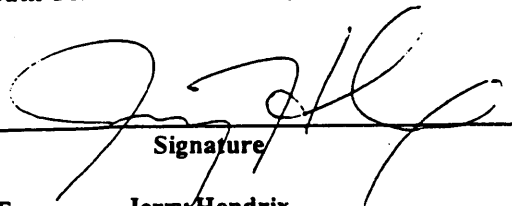
XVII. Amendments

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

XVIII. Entire Agreement

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

BellSouth Telecommunications, Inc.

BY: 
Signature

NAME: Jerry Hendrix

TITLE: Director

DATE: 2/13/98

Discount Communications

BY: 
Signature

NAME: Edward Hayes

TITLE: Owner

DATE: 3/12/98

EXHIBIT "A"

APPLICABLE DISCOUNTS

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

DISCOUNT

<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>
ALABAMA	17%	17%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA*	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

* Effective as of the Commission's Order in Louisiana Docket No. U-22020 dated November 12, 1996.

** The Wholesale Discount is set as a percentage off the tariffed rates. If OLEC provides its own operator services and directory services, the discount shall be 21.56%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 90-01331 dated January 17, 1997.

EXHIBIT B

Type of Service		AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Note 5	Note 5
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch SM (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall [®]	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service		MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Note 5	Note 5	Note 6	Note 6	Yes	No	Yes	Yes
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch SM (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall [®]	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Additional Comments:

- Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - the stated tariff rate, less the wholesale discount;
 - the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Tennessee, Discount Communications shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Discount Communications 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. Discount Communications is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that Discount Communications may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.
- In Louisiana and Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order will not be eligible for resale.
- In North Carolina, Contract Service Arrangements entered into by BellSouth before April 15, 1997, shall be subject to resale at no discount, while BellSouth CSAs entered into after that date shall be subject to resale with the discount.
- Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- AdWatchSM is tariffed as BellSouth's AIN Virtual Number Call Detail Service