



BellSouth Telecommunications, Inc. 615 214-6301
Suite 2101 Fax 615 214-7406
333 Commerce Street
Nashville, Tennessee 37201-3300

Guy M. Hicks
General Counsel

May 19, 2000

VIA HAND DELIVERY

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

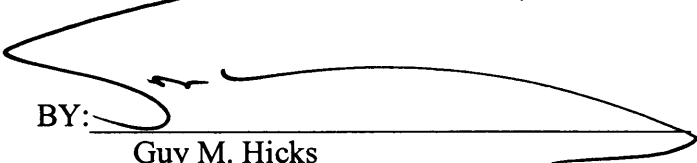
Re: Approval of the Resale Agreement Negotiated by BellSouth
Telecommunications, Inc. and GTE Communications Corporation Pursuant to
Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. 00-00400

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, GTE
Communications Corporation and BellSouth Telecommunications, Inc. are hereby submitting to
the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for
Approval of the Resale Agreement.

Sincerely yours,

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: 

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

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between GTECC and BellSouth Telecommunications, Inc., dated 05/01/2000, for the state of Tennessee consists of the following:

[illegible]

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of Resale Agreement Negotiated by BellSouth
Telecommunications, Inc. and GTE Communications Corporation
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF RESALE AGREEMENT
NEGOTIATED BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC. AND
GTE COMMUNICATIONS CORPORATION
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, GTE Communications Corporation ("GTECC") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Resale Agreement dated May 1, 2000 (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, GTECC and BellSouth state the following:

1. GTECC and BellSouth have successfully negotiated an Agreement providing for the resale of BellSouth's telecommunications services to GTECC. A copy of the Resale Agreement is attached hereto and incorporated herein by reference.

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

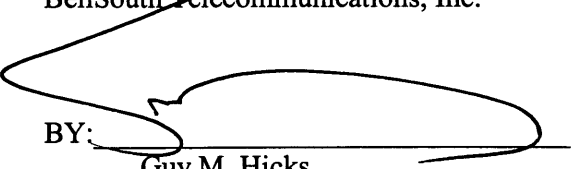
5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

GTECC and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 22nd day of May, 2000.

Respectfully submitted,

BellSouth Telecommunications, Inc.

BY: 

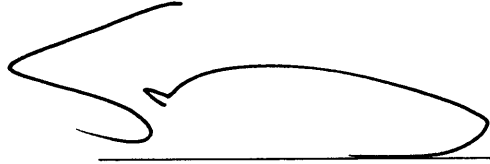
Guy M. Hicks
Suite 2101
333 Commerce Street
Nashville, TN 37201-3300
615/214-6301

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Resale Agreement on the following via United States Mail on the 22nd day of May, 2000:

William Hamchey
GTE Communications Corporation
2000 Interstate Park Drive
Suite 101
Montgomery, AL 36109

Pat Westbay
6665 N. MacArthur Blvd.
Irving, TX 75039-3E35



Guy M. Hicks

**Agreement Between BellSouth Telecommunications, Inc. and GTE Communications Corporation
Regarding The Sale of BST's Telecommunications Services to Reseller For The Purposes of
Resale**

THIS AGREEMENT is by and between BellSouth Telecommunications, Inc., ("BellSouth or Company"), a Georgia corporation, and GTE Communications Corporation ("GTECC or Reseller"), a Delaware corporation, and shall be deemed effective as of May 1, 2000

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, Reseller is an alternative local exchange telecommunications company authorized to provide telecommunications services in the state of Tennessee; and

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

WHEREAS, BellSouth has agreed to provide such services to Reseller 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 Reseller do hereby agree as follows:

I. Term of the Agreement

A. The term of this Agreement shall be one (1) year beginning May 1, 2000 and shall apply to all of BellSouth's serving territory as of the effective date of this agreement, in the state of Tennessee.

B. This Agreement shall be automatically renewed for one year 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 180 days prior to the expiration of the any one-year term. The terms shall remain in effect after the term of the existing agreement has expired and while the new agreement is being negotiated.

C. The rates pursuant to which Reseller may elect to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate. 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.

D. Nothing in this agreement is intended to, nor shall be construed to, limit or bar Reseller from exercising any right or entitlement provided by 47 U.S.C. § 252(i).

E. Further, notwithstanding paragraph I.B. above, GTECC may at any time negotiate and execute a full interconnection, unbundled network elements, resale agreement with BellSouth that shall supercede this Agreement.

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 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 Company.

- C. END USER means the ultimate user of the telecommunications services.
- D. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- E. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- F. OTHER LOCAL EXCHANGE COMPANY (OLEC) means a telephone company 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 Reseller 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 Reseller, may offer resold local exchange telecommunications service.
- I. SERVICE refers to all retail telecommunication services available for resale from BellSouth's General Subscriber Services tariff and Private Line Tariff.

III. General Provisions

- A. GTECC may resell all tariffed local exchange and toll telecommunications services of BellSouth 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 those services BellSouth is required to make available in Tennessee as a result of any order (from generic docket or as a result of an arbitration award) of the Tennessee Commission relating to resale and shall make available any other service BellSouth is making available to any other reseller in Tennessee, subject to any further restrictions as a result of final commission order and if a stay is granted, after all remedies have been exhausted by either Party. If no stay is granted, the service(s) shall be available as of the date set forth in the order of the Commission. BellSouth shall make available to GTECC to sell to its End Users, without the wholesale discount, voice messaging service and inside wire maintenance plan.
- B. Reseller may resell services only within the specific resale service area as defined in its certificate.
- C. 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.
- D. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.
- E. Reseller 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 Reseller for all services.
- F. Reseller 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.
- G. 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.
- H. The Company maintains the right to serve directly any end user within the service area of Reseller. 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 Reseller.

I. The Company and Reseller agree not to interfere with the right of any person or entity to obtain service directly from the Company or Reseller.

J. Telephone numbers are assigned to the service furnished. GTECC has no property right to the telephone number or any other call designation associated with service furnished by the Company and has no right to the continuance of service through a particular central office. Subject to applicable federal and state law, rule or regulation or state commission order, 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. Notwithstanding the foregoing, GTECC does not waive its right to local number portability for local resale in accordance with the requirements of the Act.

K. The Company may provide any service or facility for which a charge is not established herein to end user, as long as it is offered on the same terms to Reseller at the applicable discount rate.

L. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

M. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

N. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.

O. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.

P. The Company and Reseller shall handle law enforcement requests as follows:

1. Intercept devices: Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an end user of the other Party, it shall refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap and trace or form of intercept on the Company's facilities, in which case the Company shall comply with any valid request, and shall notify the Reseller's Security Organization.

2. Court Ordered Requests for Call Detail Records and other Subscriber Information: To the extent technically feasible, BellSouth maintains call detail records for GTECC end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for GTECC end users for the same length of time it maintains such information for its own end users.

GTECC agrees that BellSouth will 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 GTECC end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

GTECC agrees that in cases where GTECC receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to GTECC end users, GTECC will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

In cases where the timing of the response to the law enforcement agency prohibits GTECC from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, GTECC will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to GTECC and bill GTECC for the information. GTECC agrees to reimburse BellSouth for the call detail information provided.

GTECC will provide GTECC end user and/or other customer information that is available to GTECC in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for GTECC end user and/or other customer information to GTECC for the purpose of providing this information to the law enforcement agency.

3. **Emergencies:** If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect or one way denial of outbound calls for an end user of the other Party, the receiving Party will notify the other Party, and comply so long as it is a valid emergency request. In the case of the Reseller, the Reseller shall refer such request to the Company and Company shall honor such request in accordance with this paragraph. However, neither party shall be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims, assuming such compliance is in accordance with correct procedures.

Except as otherwise provided in this section, the Company will bill Reseller reasonably identifiable and demonstrable charges for implementing any requests by law enforcement agencies regarding Reseller end users.

Q. The characteristics and methods of operation of any circuits, facilities or equipment provided by Reseller shall not knowingly:

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 Company's plant;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

Once notice of such event is provided to Reseller, Reseller shall immediately discontinue the use of the circuits, facilities or equipment causing the damage.

R. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by the Company.

S. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

T. **Listings.** BellSouth or its agent will include GTECC residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between GTECC and BellSouth subscribers.

1. **Rates:** Subscriber primary listing information in the White Pages shall be provided at no recurring charge to GTECC or its subscribers provided that GTECC provides subscriber listing information to BellSouth at no charge.

2. **Procedures for Submitting GTECC Subscriber Information:** BellSouth will provide to GTECC a magnetic tape or computer disk containing the proper format for submitting subscriber listings. GTECC will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

3. **Unlisted/Non-Published Subscribers:** GTECC will be required to provide to BellSouth the names, addresses and telephone numbers of all GTECC customers that wish to be omitted from directories.

4. Inclusion of GTECC Customers in Directory Assistance Database: BellSouth will include and maintain GTECC subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and GTECC will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

5. Listing Information Confidentiality: BellSouth will accord GTECC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to GTECC's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

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

7. Delivery: BellSouth or its agent shall deliver White Pages directories to GTECC subscribers at no charge.

U. BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record information includes, but is not limited to, customer specific information in CRIS and RSAG. GTECC agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that GTECC will obtain access to customer record information only in strict compliance with applicable laws, rules, regulations of the State in which the service is provided.

All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this agreement.

IV. BellSouth's Provision of Services to Reseller

A. Reseller 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. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller 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 set forth in the current General Subscriber Service Tariff, Section A2 and the Private Line Service Tariff, Section B2 shall apply.

V. Maintenance of Services

A. Both Parties agree to work cooperatively to adopt mutually agreeable standards for maintenance and installation of service, which may be addressed as mutually agreed in BellSouth's forthcoming Work Center Interface Agreement.

B. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company. BellSouth will provide to GTECC the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.

C. Reseller 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. The Company and Reseller accept the responsibility of notifying the Company of situations that arise that may result in a service problem.
- E. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. The Parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- H. The Company will bill Reseller 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 Reseller's customers, if deemed necessary, for maintenance purposes. If the Company should need to contact Reseller's customers, the Company shall state that it is representing GTECC.

VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. 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 Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for current customers for the appropriate class of service will apply and standard service order intervals for installations shall apply. Such service intervals shall be at parity with those intervals provided to the Company's end users.
- D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.
- E. Reseller 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 Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.
- F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge described in FCC Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller. These charges will be removed if Reseller provides satisfactory proof of authorization.

G. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

H. Such security deposit may not exceed two months' estimated billing.

I. The fact that a deposit has been made in no way relieves Reseller 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.

J. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

K. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

L. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill GTECC on a current basis all applicable charges and credits. The bill provided by Company to GTECC shall include sufficient data to (i) enable GTECC to bill all charges to its End Users in a timely manner and (ii) reconcile the billed charges with the usage data.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between Reseller 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 Reseller's accounts.

E. The payment will be due thirty (30) calendar days from the invoice date set forth on each invoice to Reseller ("Due Date"), or twenty (20) calendar days from the receipt of the bill, whichever is later, and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

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 J. following, shall apply.

F. Reseller and Company shall work diligently to resolve billing disputes and claims within sixty (60) days of the date that Reseller notified Company that a billing discrepancy existed. If Reseller disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in Section J. following, if the dispute is resolved in the Company's favor. If Reseller disputes a charge which has been paid and the dispute is resolved in the Reseller's favor, the Company will credit the bill of the Reseller for the amount of the disputed charge and any late payment charge that has been assessed.

G. The Company will bill Reseller, 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 Reseller.

H. TAXES: Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller 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.

1. Except as otherwise provided herein, with respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge, excluding any tax levied on property or income, (a "Tax") is permitted or required by applicable law, ordinance or tariff ("law") to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party, and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.
2. If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
3. If applicable law places the responsibility on the providing Party to collect a Tax from the purchasing Party and the providing Party fails to do so, the purchasing Party will not be responsible for any interest or penalties associated with provider's failure to collect such Tax. Furthermore, the providing Party shall not bill a Tax to the purchasing Party on services under this Agreement which are, by law, not taxable.
4. If either the purchasing Party or the services being purchased under this Agreement are not exempt from a Tax by applicable law; however, applicable law provides an exemption procedure, such as a resale exemption certificate requirement and the purchasing Party complies with such procedure, then the providing Party will not bill or collect such Tax during the effective period of the exemption.
5. With respect to taxes imposed on the purchasing Party and collected and remitted by the providing Party, if either the purchasing Party or the services being purchased under this Agreement are not exempt from a Tax by law, and applicable law also does not provide an exemption procedure, then the providing Party will not bill or collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless with respect to forbearing to collect such Tax.
6. With respect to any Tax or Tax controversy covered by this Section VII.H., the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. The purchasing Party will be entitled to the benefit of any refund or recovery resulting from such a contest. The providing Party will cooperate in any such contest including timely written notification to purchasing party. Notice will be deemed to be timely if it is received no later than 10 days prior to the deadline for filing a protest or appeal.
7. All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section VII.H. will be made in writing and will be

delivered by U.S. mail, and sent to the addresses stated in Section XIX. Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section VII.H. Any notice or other communication will be deemed to be given when received.

I. As the customer of record, Reseller 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.

J. 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 the current General Subscriber Service Tariff, Section A2 and the Private Line Service Tariff, Section B2.

K. 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 Reseller.

L. The Company will not perform billing and collection services for Reseller 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.

M. Pursuant to 47 CFR Section 51.617, the Company will bill Reseller end user common line charges (EUCL) identical to the EUCL charges billed by BST to its end users.

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller 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 Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

VIII. Fraud Procedures

The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be implemented so as not to unduly burden or harm one Party as compared to the other.

IX. 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 Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.
2. At the request of Reseller, the Company will disconnect a Reseller end user customer.
3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.
4. Reseller 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 Reseller 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 Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller 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 Reseller 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 Reseller 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 upon written notice to Reseller, 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 Reseller'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 Reseller fails to comply with the provisions of this Agreement, including any undisputed 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 Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller 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 Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures.

X. 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 (hereinafter "affected service"), occurring in the course of furnishing service or other facilities (and not caused by the negligence or willful misconduct of Company or of Reseller, 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 Reseller for the period during which such affected service occurs. Notwithstanding the foregoing, BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Reseller Revenues. The Company shall not be liable for damage arising out of the affected service or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, caused by Reseller-provided equipment (except where a contributing cause is the malfunctioning of Company-provided connection equipment, in which event the liability of the Company shall not exceed an amount equal to a proportionate amount of the Company billing for the period during which such affected service or injury occurs).

B. Each party shall indemnify and save harmless the other against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorney's fees, on account thereof) of whatever kind or nature that may be made by any third party and which are proximately caused by the negligence or willful misconduct of the indemnifying party in connection with its performance under this Agreement.

C. Reseller accepts responsibility for providing access to its facilities for maintenance purposes of any service resold under the provisions of this Agreement. Neither the Company nor Reseller shall be liable for damages to the other's terminal location, POI or other company's customer's premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

D. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF GOODWILL OR LOSS OF CUSTOMERS, INCLUDING (WITHOUT LIMITATION) DAMAGES FOR LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED, OR DONE HEREUNDER, WHETHER ARISING IN CONTRACT OR TORT. IN ADDITION, IN NO EVENT SHALL RESELLER'S LIABILITY TO COMPANY EXCEED AN AMOUNT BEYOND THAT FOR SERVICES UTILIZED BY RESELLER.

XI. 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; 3) previously known to the receiving party without an obligation to keep it confidential; or 4) is required to be disclosed pursuant to a subpoena or other process or order issued by a court or administrative agency having appropriate jurisdiction, provided however, that the recipient shall give prior notice to the providing Party and shall reasonably cooperate if the providing Party deems it necessary to seek protective arrangements.

XII. Intellectual Property Rights and Indemnification

A. No License. No patent, copyright, trademark or other proprietary right belonging to one Party is licensed, granted or otherwise transferred by this Agreement to the other Party. Neither Party shall publish nor use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademark or service mark.

B. Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

C. Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 10 of this Agreement.

D. Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

1. modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
2. obtain a license sufficient to allow such use to continue.

E. In the event D.1. or D.2. are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

F. Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

G. Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

XIII. Resolution of Disputes

If a dispute arises under or related to this agreement, the Parties shall first attempt to seek a business resolution to the dispute. Upon written request of a party, the Parties shall appoint knowledgeable, non-lawyer, representatives with authority to resolve the dispute to meet and participate in good faith, in confidential negotiations. If the dispute is not resolved in sixty (60) days, either Party may, unless otherwise stated in this Agreement, petition the Commission. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XIV. 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.

XV. 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.

XVI. 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. In addition, this Agreement is subject to the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th US Congress effective February 8, 1996, and as may be subsequently amended.

XVII. 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.

XVIII. Regulatory Modification of Agreement

A. The parties agree that if ---

1. the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or
2. in the event that any final legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of GTECC or BellSouth to perform any material terms of this Agreement, GTECC or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, or such longer interval as mutually agreed to by the Parties, the Dispute may be referred to the Dispute Resolution procedure set forth in Section 13.

XIX. 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
Room E4E1
3535 Colonnade Parkway

GTECC
6665 North MacArthur Blvd.
K03E18
Irving, TX 75039

Birmingham, AL 35243

Attention: Director - Contract Vendor Mgt.
Facsimile: (972) 465-5019

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.

XX. Amendments

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

XXI. Audits and Inspections

A. Subject to Company's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Reseller may audit Company's books, records, and data once in each Contract Year for the purpose of evaluating the accuracy of Company's billing and invoicing for services provided by Company to Reseller hereunder. Reseller may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to Company.

B. Subject to Reseller's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Company may audit Reseller's books, records, and data once in each Contract Year for the purpose of evaluating the authenticity of use under Section IV.A. of this Agreement. Company may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to Reseller.

C. Company shall promptly correct any billing or invoicing errors that are revealed in an audit, including making refund of any overpayment in the form of a credit, or payment of any under payment in the form of a debit, on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternative Resolution of Disputes procedures described in Section XIII.

D. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of each Party's billing and invoicing to the other Party.

E. Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by the Party being audited under this Agreement during the period covered by this audit.

F. Audits shall be at the requesting party's expense, subject to reimbursement by the audited Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the requesting party hereunder by an amount that is, on an annualized basis, greater than two (2%) percent of the aggregate charges to the requesting Party under this Agreement during the period covered by the audit.

G. Upon (i) the discovery of a Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the audited Party shall promptly reimburse the requesting Party the amount of any overpayment, plus interest at the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and

including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late charge payment charges.

H. Upon (i) the discovery by either Party of underpayments not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the audited Party shall promptly pay the other Party the amount of any underpayment, plus interest at the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made.

XXII. Assignment Provision

A. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliates may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Reseller or Company and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

B. Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys. Notwithstanding the foregoing, Either Party may assign this agreement to an affiliate without the other party's Prior written consent.

XXIII. Performance Measurement

In providing Services and Elements, BellSouth will provide GTECC with the quality of service BellSouth provides itself, a subsidiary, an Affiliate or any other party. BellSouth's performance under this Agreement shall provide GTECC with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the Parties agree to make best efforts to mutually agree to specific quality measurements within 30 days of the approval of this Agreement, or as mutually agreed to by the Parties.

XXIV. Line Information Database (LIDB)

A. BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

B. BellSouth will provide LIDB Storage upon written request to GTECC Account Manager stating requested activation date.

XXV. Optional Daily Usage File

A. The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for ODUF are as set forth in Exhibit D. Rates for ODUF are as set forth in Exhibit F.

B. BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account manager stating requested activation date.

XXVI. Enhanced Optional Daily Usage File (EDOUF)

A. The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for EODUF are as set forth in Exhibit F of this Attachment.

B. BellSouth will provide enhanced Optional Daily usage File (EODUF) service upon written request to its Account manager stating requested activation date.

XXVII. 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]
Signature

NAME: Jerry D. Hendrix
Printed Name

TITLE: Senior Director

DATE: 4/20/00

GTE Communications Corporation

BY: [Signature]
Signature

NAME: Scott C. Pierce
Printed Name

Vice President
TITLE: Operational Performance

DATE: 4/11/00

FORM APPROVED
[Signature]
Attorney
Date 4/6/00

APPLICABLE DISCOUNTS

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

DISCOUNT*

STATE	RESIDENCE	BUSINESS	CSAs***
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which GTECC may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMEC	SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

DENIAL/RESTORAL OSS CHARGE

In the event GTECC provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

CANCELLATION OSS CHARGE

GTECC will incur an OSS charge for an accepted LSR that is later canceled by GTECC.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

THRESHOLD BILLING PLAN

The Parties agree that GTECC will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

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

Applicable Notes:

- 1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion ad it been provided by BellSouth directly.
3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate.
4. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
5. dWatchSM Service is tarified as BellSouth[®] AIN Virtual Number Call Detail Service.

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

I. SCOPE

This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of CLEC-1 and pursuant to which BellSouth, its LIDB customers and CLEC-1 shall have access to such information. CLEC-1 understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of CLEC-1, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) 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. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify CLEC-1 of fraud alerts so that CLEC-1 may take action it deems appropriate. CLEC-1 understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by CLEC-1 pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to CLEC-1 for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

CLEC-1 understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. CLEC-1 further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, CLEC-1 understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on CLEC-1's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate CLEC-1's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) CLEC-1 agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for CLEC-1's end user accounts which are resident in LIDB pursuant to this Agreement. CLEC-1 authorizes BellSouth to place such charges on CLEC-1's bill from BellSouth and agrees that it shall pay all such charges. Charges for which CLEC-1 hereby takes responsibility include, but are not limited to, collect and third number calls.

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

(c) CLEC-1 shall have the responsibility to render a billing statement to its end users for these charges, but CLEC-1's obligation to pay BellSouth for the charges billed shall be independent of whether CLEC-1 is able or not to collect from CLEC-1's end users.

BellSouth shall not become involved in any disputes between CLEC-1 and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to CLEC-1. It shall be the responsibility of CLEC-1 and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of May 1, 2000 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. CLEC-1 will not be charged a fee for storage services provided by BellSouth to CLEC-1, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth 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 CLEC-1. CLEC-1 shall have the right to have BellSouth contest with the imposing jurisdiction, at CLEC-1's expense, any such taxes that CLEC-1 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 BellSouth may provide similar services to other companies.

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.

CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and CLEC-1 further agrees not to publish or use advertising, sales promotions, press

releases, or publicity matters without BellSouth's prior written approval.

D. This Agreement constitutes the entire Agreement between CLEC-1 and BellSouth 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.

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.

**RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated May 1, 2000 between BellSouth Telecommunications, Inc. ("BellSouth"), and CLEC-1 ("CLEC-1"), effective the 1st day of May, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for CLEC-1's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by CLEC-1, and BellSouth 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 BellSouth 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 BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- B. Special billing number - a ten digit number that identifies a billing account established by BellSouth 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 BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth 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 CLEC-1.
- 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 BellSouth and toll billing exception indicator provided to BellSouth by the CLEC-1.

III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The CLEC-1 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, BellSouth 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 BellSouth 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 BellSouth's reasonable control. BellSouth 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, BellSouth will issue line-based calling cards only in the name of CLEC-1. BellSouth will not issue line-based calling cards in the name of CLEC-1's individual end users. In the event that CLEC-1 wants to include calling card numbers assigned by the CLEC-1 in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth 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 BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 - 2. Determine whether the CLEC-1 has identified the billing number as one which should not be billed for collect or third number calls, or both.

Optional Daily Usage File

1. Upon written request from CLEC-1, BellSouth will provide the Optional Daily Usage File (ODUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section.
2. CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a CLEC-1 customer.

Charges for delivery of the Optional Daily Usage File will appear on CLEC-1s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in CLEC-1's billing system will be the responsibility of CLEC-1. If, however, CLEC-1 should encounter significant volumes of errored messages that prevent processing by CLEC-1 within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 **Usage To Be Transmitted**

- 6.1.1 The following messages recorded by BellSouth will be transmitted to CLEC-1:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service

- N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (UNE only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to CLEC-1.
- 6.1.4 In the event that CLEC-1 detects a duplicate on Optional Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to CLEC-1 via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 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 CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

6.3 Packing Specifications

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

- 6.4.1 CLEC-1 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. CLEC-1 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC-1 by BellSouth.

6.5 Control Data

CLEC-1 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC-1 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CLEC-1 for reasons stated in the above section.

6.6 Testing

- 6.6.1 Upon request from CLEC-1, BellSouth shall send test files to CLEC-1 for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that CLEC-1 set up a production (LIVE) file. The live test may consist of CLEC-1's employees making test calls for the types of services CLEC-1 requests on the Optional Daily Usage File. These test calls are logged by CLEC-1, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.**

Enhanced Optional Daily Usage File

1. Upon written request from CLEC-1, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. The CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on CLEC-1s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of CLEC-1 will be the responsibility of CLEC-1. If, however, CLEC-1 should encounter significant volumes of errored messages that prevent processing by CLEC-1 within its systems, BellSouth will work with CLEC-1 to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the Optional Daily Usage Feed.

7.1 Usage To Be Transmitted

- 7.1.1 The following messages recorded by BellSouth will be transmitted to CLEC-1:

Customer usage data for flat rated local call originating from CLEC-1's end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to CLEC-1.
- 7.1.3 In the event that CLEC-1 detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

- 7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to CLEC-1 over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among CLEC-1's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 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 CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on CLEC-1's end for the purpose of data transmission will be the responsibility of CLEC-1.

7.3 Packing Specifications

- 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BELLSOUTH/CLEC-1 RATES
ODUF/EDOUF

DESCRIPTION	USOC	TN
ODUF: Recording, per message	N/A	\$0.008
ODUF: Message Processing, per message	N/A	\$0.004
EODUF: Message Processing, per message	N/A	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000384
* Volume and term arrangements are also available.		
NOTES: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.		