



Guy M. Hicks
General Attorney - TN

AT&T Tennessee
333 Commerce Street
Suite 2101
Nashville, TN 37201-1800

T: 615.214.6301
F: 615-214-7406
gh1402@att.com

June 21, 2010

VIA HAND DELIVERY

filed electronically in docket office on 06/21/10

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

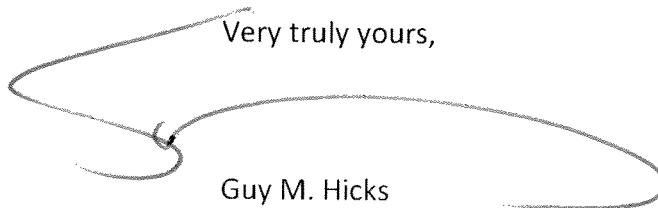
Re: *BellSouth Telecommunications, Inc. dba AT&T Southeast dba AT&T
Tennessee vs. Tennessee Telephone Service, LLC dba Freedom
Communications, LLC, dba Freedom Communications USA, LLC*
Docket No. 10-00005

Dear Chairman Kyle:

Enclosed for filing in the referenced docket are the original and four copies of AT&T Tennessee's *Notice of Commencement of Treatment Pursuant to Current Interconnection Agreement*.

A copy is being provided to counsel of record.

Very truly yours,



Guy M. Hicks

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

*In Re: BellSouth Telecommunications, Inc. dba AT&T Southeast dba AT&T Tennessee vs.
 Tennessee Telephone Service, LLC dba Freedom Communications, LLC, dba
 Freedom Communications USA, LLC
 Docket No. 10-00005*

NOTICE OF COMMENCEMENT OF TREATMENT
PURSUANT TO CURRENT INTERCONNECTION AGREEMENT

BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T Tennessee") respectfully notifies the Tennessee Regulatory Authority ("the Authority") that on June 18, 2010, AT&T Tennessee sent Tennessee Telephone Service, LLC dba Freedom Communications, LLC, dba Freedom Communications USA, LLC ("Freedom") a letter informing Freedom that unless it promptly pays AT&T Tennessee the past-due balance for services it has purchased from AT&T Tennessee, AT&T Tennessee will suspend, discontinue, and/or terminate Freedom's service in Tennessee in compliance with the terms and Conditions of the parties' current interconnection agreement ("ICA"). Attachment A to this Notice is a redacted copy of that letter and its Attachments. In light of pending proceedings between AT&T Tennessee and Freedom in various State commissions in the southeastern states, AT&T Tennessee respectfully submits the following additional information to provide the Authority a more complete understanding of the facts that support AT&T Tennessee's delivery of this letter to Freedom.

Freedom's unpaid balance for services it has purchased from AT&T Tennessee pursuant to the ICA grows steadily each month and as of May 2010 is substantially more than the balance due even as recently as February 2010. This disturbing and unacceptable trend has developed because each month, Freedom pays only a tiny fraction of the amounts AT&T

Tennessee bills it for services it purchases for resale pursuant to the parties' ICA. For instance, the first attachment to AT&T Tennessee's letter to Freedom shows that during the six months from December 2009 through May 2010, inclusive, Freedom paid AT&T Tennessee ***less than three-tenths of one percent of the net amount billed.***¹ During the same time period, Freedom increased the volume of services it purchased from AT&T Tennessee by more than 26%.

AT&T Tennessee acknowledges that it has denied a number Freedom's requests for bill credits for various promotional offerings and that Freedom has disputed certain of those denials. Disputing amounts AT&T Tennessee has billed it for the services it has purchased, however, does not permit Freedom to withhold payment and saddle AT&T Tennessee with the significant risk that Freedom could not pay those disputed amounts if those disputes are resolved in favor of AT&T Tennessee. That much is clear from the plain language of the parties' ICA.

That ICA, which Freedom negotiated with AT&T and which was submitted to and approved by the Authority, states:

Payment of ***all*** charges will be the responsibility of [Freedom].²

[Freedom] shall make payment to AT&T for all services billed ***including disputed amounts.***³

Payment for services provided by AT&T, ***including disputed charges,*** is due on or before the next bill date.⁴

¹ The "net amount billed" is the total amount billed less credits and other adjustments AT&T Tennessee applied to Freedom's bill during that time period.

² ICA, Attachment 7, p.6, §1.4 (emphasis added). Attachment B to this Notice is a copy of Attachment 7 to the parties' ICA.

³ ICA, Attachment 7, p.7, §1.4, (emphasis added).

⁴ *Id.*, §1.4.1 (emphasis added).

The ICA also expressly allows AT&T Tennessee to protect itself against the risk of nonpayment by taking the suspension, discontinuance, and termination actions referenced in Exhibit A upon Freedom's continued refusal to pay the amounts AT&T Tennessee has billed it.⁵

Moreover, Freedom's obligation to pay AT&T Tennessee all amounts billed, including those it disputes, is not limited to amounts billed under the parties' current ICA. The current ICA plainly states that that it "supersedes prior agreements between the Parties" and that "[a]ny orders placed under prior agreement between the Parties shall be governed by the terms of this Agreement"⁶ Moreover, in the ICA, Freedom

*"acknowledges and agrees that **any and all amounts and obligations owed for services provisioned or orders placed under prior agreements** between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be **due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement.**"⁷*

Accordingly, Freedom is obligated to pay all amounts AT&T Tennessee has billed it pending the resolution of any disputes that may have been timely and appropriately presented by Freedom.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
dba AT&T Tennessee

By: 

Guy M. Hicks
Joelle Phillips
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorneys for AT&T

⁵ See, e.g., *id.*, pp. 7-9, §§1.5 to 1.5.5

⁶ See General Terms and Conditions, p. 18, §30.1. See Attachment C.

⁷ *Id.*

ATTACHMENT A

at&t

VIA FED EX. Tracking No. 8726 2365 8401
June 18, 2010

Pearl Lombardo
Tennessee Telephone Service, L.L.C.
d/b/a Freedom Communications USA, LLC
220 Creekside Drive
Dickson, Tennessee 37055

Dear Ms. Lombardo:

RE: NOTICE OF SUSPENSION AND TERMINATION

AT&T Tennessee's records indicate that the Tennessee Telephone Service, L.L.C. d/b/a Freedom Communications USA, LLC ("Freedom Communications") Tennessee [REDACTED] account has an outstanding **past due balance of \$[REDACTED]** as of May 13, 2010. This [REDACTED] account is listed on Attachment A.

The Interconnection Agreement between AT&T Tennessee and Freedom Communications covering services purchased in the State of Tennessee, which has an Effective Date of November 17, 2005 ("ICA"), requires you to pay AT&T Tennessee all billed charges, including disputed amounts. See ICA, Attachment 7, Billing at Section 1.4, which reads, in part:

Freedom Communications shall make payment to BellSouth for all services billed including disputed amounts.

Moreover, Section 1.4.1 of Attachment 7, Billing to the ICA requires payment for services prior to the next bill date, as follows:

1.4.1 Payment Due. Payment for services provided by BellSouth, including disputed charges, is due on or before the next bill date.

Attachment A shows the amounts AT&T Tennessee billed Freedom Communications for [REDACTED] services purchased in the State of Tennessee, credit adjustments AT&T Tennessee applied and payments AT&T Tennessee received from Freedom Communications since April 2008. Significantly, during the period from December 13, 2009 through May 13, 2010, inclusive, AT&T Tennessee billed Freedom Communications \$[REDACTED] and applied credit for promotions and other adjustments of \$[REDACTED], leaving a net amount owed for that period of \$[REDACTED]. During that same period, however, Freedom Communications paid AT&T Tennessee only \$[REDACTED] (less than three-tenths of one percent of the net amount owed), while increasing its provisioning of [REDACTED] services from AT&T Tennessee from [REDACTED] lines at the end of December 2009 to [REDACTED] lines provisioned at the end of May, 2010 (more than a 26% increase in [REDACTED]).

at&t

lines provisioned from AT&T Tennessee). Details of the [REDACTED] lines provisioned by Freedom Communications are included on Attachment B to this letter.

Please remit payment to AT&T Tennessee at the following address:

AT&T ROC-CABS
600 North Point Parkway
Alpharetta, Georgia 30005

Should you fail to make payment of \$ [REDACTED] by July 6, 2010, AT&T Tennessee will take further action pursuant to our ICA, including without limitation Suspension, as provided in Section 1.5, *et seq.*, of Attachment 7, Billing, to our ICA.

In addition, should you fail to make payment of all past due charges for these [REDACTED] services on or before July 21, 2010, including all charges for [REDACTED] services that become past due before that date, AT&T Tennessee will take further action, including without limitation Discontinuance and/or Termination, as provided in Section 1.5. *et seq.* of Attachment 7, Billing, to our ICA.

If you have questions, please contact me directly at (205) 970-5337.

Sincerely,

Ann Mason

Ann Mason
Manager
AT&T Credit & Collections

cc: Mr. Matthew T. Davis (FedEx #: 8726 2365 8397)

Attachments (2)

Attachment A

Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC

State	Balance Forward (Bill account number)	Payments	Adjustments with 13th bill date	Balance Forward minus (Payments + Adjustments) Col B - (Col C + Col D)	Current Charges	Late Payment Charges (not included in Col F)	Amount Due
Tennessee							
Apr-08	\$	\$	\$	\$	\$	\$	\$
May-08	\$	\$	\$	\$	\$	\$	\$
Jun-08	\$	\$	\$	\$	\$	\$	\$
Jul-08	\$	\$	\$	\$	\$	\$	\$
Aug-08	\$	\$	\$	\$	\$	\$	\$
Sep-08	\$	\$	\$	\$	\$	\$	\$
Oct-08	\$	\$	\$	\$	\$	\$	\$
Nov-08	\$	\$	\$	\$	\$	\$	\$
Dec-08	\$	\$	\$	\$	\$	\$	\$
Jan-09	\$	\$	\$	\$	\$	\$	\$
Feb-09	\$	\$	\$	\$	\$	\$	\$
Mar-09	\$	\$	\$	\$	\$	\$	\$
Apr-09	\$	\$	\$	\$	\$	\$	\$
May-09	\$	\$	\$	\$	\$	\$	\$
Jun-09	\$	\$	\$	\$	\$	\$	\$
Jul-09	\$	\$	\$	\$	\$	\$	\$
Aug-09	\$	\$	\$	\$	\$	\$	\$
Sep-09	\$	\$	\$	\$	\$	\$	\$
Oct-09	\$	\$	\$	\$	\$	\$	\$
Nov-09	\$	\$	\$	\$	\$	\$	\$
Dec-09	\$	\$	\$	\$	\$	\$	\$
Jan-10	\$	\$	\$	\$	\$	\$	\$
Feb-10	\$	\$	\$	\$	\$	\$	\$
Mar-10	\$	\$	\$	\$	\$	\$	\$
Apr-10	\$	\$	\$	\$	\$	\$	\$
May-10	\$	\$	\$	\$	\$	\$	\$
Totals	4/08 - 5/10	\$	\$	\$	\$	\$	\$
6 Month Totals	12/09 - 5/10	\$	\$	\$	\$	\$	\$

AT&T Proprietary (Restricted) – Authorized Individuals Only
Customer Proprietary Information

6/15/2010

ATTACHMENT B

Tennessee Telephone Service, LLC, d/b/a Freedom Communications USA, LLC

State: **Tennessee**

services purchased in state, as of the year and month specified.

2009

2010

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY

AT&T Proprietary (Restricted) – Authorized Individuals Only

Customer Proprietary Information

ATTACHMENT B

Attachment 7

Billing

TABLE OF CONTENTS

1. Payment and Billing Arrangements	3
2. Billing Disputes	10
3. RAO Hosting.....	10
Rates.....	Exhibit A

BILLING

1. Payment and Billing Arrangements

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Freedom Communications under this Agreement. BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.
 - 1.1.1 For any service(s) BellSouth receives from Freedom Communications, Freedom Communications shall bill BellSouth in CBOS format.
 - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
 - 1.1.3 BellSouth will render bills each month on established bill days for each of Freedom Communications's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.
 - 1.1.4 BellSouth will bill Freedom Communications in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
 - 1.1.4.1 For resold services, charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Freedom Communications, and Freedom Communications will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 BellSouth will not perform billing and collection services for Freedom Communications as a result of the execution of this Agreement.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Freedom Communications will provide the appropriate BellSouth

Local Contract Manager responsible for new CLEC activation, the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate OCN for each state as assigned by the NECA, CIC, if applicable, ACNA, if applicable, BellSouth's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Freedom Communications may not order services under a new account established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Freedom Communications.

- 1.2.1 ACNAs. Freedom Communications shall provide BellSouth with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by Freedom Communications to order services pursuant to this Agreement and will not be shared by Freedom Communications with another entity.
- 1.2.2 Company Identifiers. If Freedom Communications needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Freedom Communications has already been conducting business utilizing those Company Identifiers, Freedom Communications shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of Freedom Communications's End User records and any other changes to BellSouth systems or Freedom Communications records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.
- 1.2.3 Tax Exemption. It is the responsibility of Freedom Communications to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Freedom Communications entity purchasing Services under this Agreement. Upon BellSouth's receipt of a properly completed tax exemption certificate, subsequent billings to Freedom Communications will not include those taxes or fees from which Freedom Communications is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and Freedom Communications shall pay all applicable taxes and fees. In the event that Freedom Communications believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth's receipt of a properly completed exemption certificate, BellSouth shall assign to Freedom Communications its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written

request from Freedom Communications and at Freedom Communications's sole expense, pursue such refund claim on behalf of Freedom Communications, provided that Freedom Communications promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Freedom Communications. Freedom Communications shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Freedom Communications to its End Users.

- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth's request, Freedom Communications shall complete the BellSouth Credit Profile (BellSouth form) and provide information to BellSouth regarding Freedom Communications's credit and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding Freedom Communications's credit and financial condition, BellSouth reserves the right to require Freedom Communications to provide BellSouth with a suitable form of security deposit for Freedom Communications's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or Freedom Communications's gross monthly billing has increased, BellSouth reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Freedom Communications's "accounts receivables and proceeds".

- 1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by Freedom Communications. Any such security deposit shall in no way release Freedom Communications from its obligation to make complete and timely payments of its bill(s). If BellSouth requires Freedom Communications to provide a security deposit, Freedom Communications shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of BellSouth's request, as applicable. Deposit request notices will be sent to Freedom Communications via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in BellSouth's GSST.

- 1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Freedom Communications has received service from BellSouth during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Freedom Communications or BellSouth has reason to believe that the level of service to be received during the next six (6) months will be materially higher or

lower than received in the previous six (6) months, Freedom Communications and BellSouth shall agree on a level of estimated billings based on all relevant information.

1.3.3 In the event Freedom Communications fails to provide BellSouth with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Freedom Communications may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, BellSouth shall apply any security deposit to Freedom Communications's final bill for its account(s).

1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Freedom Communications as security under this Agreement, Freedom Communications shall renew such letter of credit or provide BellSouth with evidence that Freedom Communications has obtained a suitable replacement for the letter of credit. If Freedom Communications fails to comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Freedom Communications accounts(s). If Freedom Communications provides a security deposit or additional security deposit in the form of a surety bond as required herein, Freedom Communications shall renew the surety bond or provide BellSouth with evidence that Freedom Communications has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Freedom Communications fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Freedom Communications's account(s). If the credit rating of any bonding company that has provided Freedom Communications with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to Freedom Communications that Freedom Communications must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If Freedom Communications fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Freedom Communications's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Freedom Communications as security hereunder if Freedom Communications defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Freedom Communications. Freedom Communications shall pay invoices by utilizing wire transfer services or automatic clearing house services. Freedom

Communications shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between Freedom Communications and Freedom Communications's End User.

- 1.4.1 Payment Due. Payment for services provided by BellSouth, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to Freedom Communications's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.
- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that 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 charge, as set forth in Section 1.4.1.2, below, shall apply.
- 1.4.1.2 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth above, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment and/or interest charge shall be due to BellSouth. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of BellSouth's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the BellSouth intrastate Access Services Tariff, or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, Freedom Communications may be charged a fee for all returned checks at the rate set forth in Section A2 of BellSouth's GSST or pursuant to the applicable state law.
- 1.5 Discontinuing Service to Freedom Communications. The procedures for discontinuing service to Freedom Communications are as follows:
 - 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
 - 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related

changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.

- 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's End Users or customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's End Users.
- 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
- 1.5.2 BellSouth reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Freedom Communications of the rules and regulations of BellSouth's tariffs.
- 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to Freedom Communications that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1 above: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.
 - 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.
 - 1.5.3.2 For CABS billed services, BellSouth will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that BellSouth provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, BellSouth will provide written notice that BellSouth may Discontinue the provision of existing services to Freedom Communications if payment of such amounts, and all other amounts that

become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1 above, within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.5 below.

1.5.5 BellSouth may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after BellSouth provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) Freedom Communications has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) BellSouth has sent the subject bill(s) to Freedom Communications within seven (7) business days of the bill date(s), verifiable by records maintained by BellSouth:

- i. in paper or CDROM form via the United States Postal Service (USPS), or
- ii. in magnetic tape form via overnight delivery, or
- iii. via electronic transmission; or

(2) BellSouth has sent the subject bill(s) to Freedom Communications, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.6 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.7 Freedom Communications is solely responsible for notifying the End User of the Discontinuance of service. If, within seven (7) days after Freedom Communications's services have been Discontinued, Freedom Communications pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of BellSouth's GSST, then BellSouth will reestablish service for Freedom Communications.

1.5.7.1 Termination. If within seven (7) days after Freedom Communications's service has been Discontinued and Freedom Communications has failed to pay all past due charges as described above, then Freedom Communications's service will be Terminated.

- 1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from Freedom Communications, shall be forwarded to the individual and/or address provided by Freedom Communications in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Freedom Communications as the contact for billing. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from Freedom Communications to BellSouth's billing organization, the notice of discontinuance of services purchased by Freedom Communications under this Agreement provided for in Section 1.5.4 above shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions.

2. Billing Disputes

- 2.1 Freedom Communications shall electronically submit all billing disputes to BellSouth using the form specified by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if Freedom Communications is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by Freedom Communications by such sixtieth (60th) day, Freedom Communications must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with General Terms and Conditions.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by Freedom Communications and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. Claims by Freedom Communications for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the billing dispute, in whole or in part, in favor of Freedom Communications, any credits and interest due to Freedom Communications as a result thereof shall be applied to Freedom Communications's account by BellSouth upon resolution of the billing dispute.

3. RAO Hosting

- 3.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies (Telcordia) used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.
- 3.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center (Indirect Participants).
- 3.3 RAO Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.
- 3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e., billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company
- 3.5 The NICS is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within BellSouth's territory.
- 3.6 RAO Hosting, CATS and NICS services provided to Freedom Communications by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.7 Freedom Communications shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

- 3.8 Charges or credits, as applicable, will be applied by BellSouth to Freedom Communications on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.
- 3.9 Freedom Communications must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Freedom Communications must request that BellSouth establish a unique hosted RAO code for Freedom Communications. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.10 BellSouth will receive messages from Freedom Communications that are to be processed by BellSouth, another Local Exchange Carrier (LEC) in the BellSouth region or a LEC outside the BellSouth region. Freedom Communications shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.11 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Freedom Communications.
- 3.12 All data received from Freedom Communications that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.13 All data received from Freedom Communications that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.14 BellSouth will receive messages from the CMDS network that are destined to be processed by Freedom Communications and will forward them to Freedom Communications on a daily basis for processing.
- 3.15 Transmission of message data between BellSouth and Freedom Communications will be distributed via FTP mailbox. 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. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move Freedom Communications to CONNECT:Direct file delivery.
- 3.15.1 If Freedom Communications is moved to CONNECT:Direct, data circuits (private line or dial-up) may be required between BellSouth and Freedom Communications for the purpose of data transmission. Where a dedicated line is required, Freedom Communications will be responsible for ordering the circuit, overseeing its

installation and coordinating the installation with BellSouth. Freedom Communications 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 an individual 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 Freedom Communications. Additionally, all message toll charges associated with the use of the dial circuit by Freedom Communications will be the responsibility of Freedom Communications. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the Freedom Communications end for the purpose of data transmission will be the responsibility of Freedom Communications.

- 3.15.2 If Freedom Communications utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Freedom Communications.
- 3.16 All messages and related data exchanged between BellSouth and Freedom Communications will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.17 Freedom Communications will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.18 Should it become necessary for Freedom Communications to send data to BellSouth more than sixty (60) days past the message date(s), Freedom Communications will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Freedom Communications, where necessary, to notify all affected LECs.
- 3.19 In the event that data to be exchanged between the two (2) Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data.
- 3.20 Should an error be detected by the EMI format edits performed by BellSouth on data received from Freedom Communications, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Freedom Communications of the error. Freedom Communications will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Freedom Communications will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

- 3.21 In association with message distribution service, BellSouth will provide Freedom Communications with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.22 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.23 Intercompany Settlements Messages
- 3.23.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Freedom Communications as a facilities based provider of local exchange telecommunications services.
- 3.23.2 BellSouth will receive the monthly NICS and CATS reports from Telcordia on behalf of Freedom Communications and will distribute copies of these reports to Freedom Communications on a monthly basis.
- 3.23.3 Through CATS, BellSouth will collect the revenue earned by Freedom Communications from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Freedom Communications. BellSouth will remit the revenue billed by Freedom Communications to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Freedom Communications. These two (2) amounts will be netted together by BellSouth and the resulting charge or credit issued to Freedom Communications via a CABS miscellaneous bill on a monthly basis in arrears.
- 3.23.4 Through NICS, BellSouth will collect the revenue earned by Freedom Communications within the BellSouth territory from another LEC also within the BellSouth territory where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Freedom Communications. BellSouth will remit the revenue billed by Freedom Communications within the BellSouth region to the LEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two (2) amounts will be netted together by BellSouth and the resulting charge or credit issued to Freedom Communications via a CABS miscellaneous bill on a monthly basis in arrears.
- 3.23.5 BellSouth and Freedom Communications agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.
- 3.24 Rates. Rates for CMDS are as set forth in Exhibit A. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the

applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

ATTACHMENT C

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC (Freedom Communications), a Limited Liability corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Freedom Communications or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Freedom Communications is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, pursuant to Sections 251 and 252 of the Act; Freedom Communications wishes to purchase certain services from BellSouth; and

WHEREAS, Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

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

Definitions

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

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

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

BellSouth reserves the right to back bill Freedom Communications for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such service until the Agreement is amended to include such rate.

- 27.2 To the extent Freedom Communications requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement, unless the Parties agree to amend this Agreement to include such service prospectively.

28 Rate True-Up

- 28.1 This section applies to rates that are expressly subject to true-up.
- 28.2 The rates shall be trueed-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any discrepancy between the records or disagreement between the Parties regarding the amount of such true-up, the dispute shall be subject to the dispute resolution process set forth in this Agreement.
- 28.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Freedom Communications specifically or upon all carriers generally, such as a generic cost proceeding.

29 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

30 Entire Agreement

- 30.1 This Agreement means the General Terms and Conditions, the Attachments hereto and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties

shall be governed by the terms of this Agreement and Freedom Communications acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. 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.

- 30.2 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at BellSouth's Interconnection Web site at: www.interconnection.bellsouth.com. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned.

General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen E Shore

Name: Kristen E. Shore

Title: Director

Date: 10/18/05

**Tennessee Telephone Service, LLC
d/b/a Freedom Communications USA,
LLC**

By: Matthew T Davis

Name: MATTHEW T DAVIS

Title: CEO

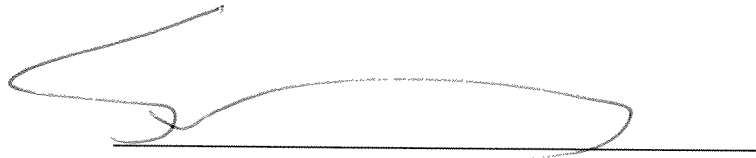
Date: 10/14/05

CERTIFICATE OF SERVICE

I hereby certify that on June 21, 2010, a copy of the foregoing document was served on the following, via the method indicated:

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

Henry Walker, Esquire
Bradley Arrant Boulton Cummings
1600 Division Street, Suite 700
P. O. box 340025
Nashville, TN 37203
hwalker@babco.com

A handwritten signature in dark ink, appearing to be 'H. Walker', is written over a horizontal line.