

**AMENDMENT
TO THE INTERCONNECTION
AGREEMENT BETWEEN
ACCESS INTEGRATED NETWORKS, INC.
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED AUGUST 31, 1999**

Pursuant to this Agreement, (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and ACCESS Integrated Networks, Inc. ("ACCESS Integrated"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 31, 1999 ("Agreement").

WHEREAS, BellSouth and ACCESS Integrated entered into an Interconnection Agreement on August 31, 1999 and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Agreement entered into between BellSouth and ACCESS Integrated is hereby amended to include a new Attachment 16, BellSouth Disaster Recovery Plan, attached hereto as Exhibit A.
2. All of the other provisions of the Agreement, dated August 31, 1999, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

ACCESS Integrated Networks, Inc.

BellSouth Telecommunications, Inc.

By: Signature on File

By: Signature on File

Name: William T. Wright

Name: Jerry Hendrix

Title: President

Title: Senior Director

Date: 03/02/2000

Date: 03/01/2000

EXHIBIT A

**Attachment 16
BellSouth Disaster Recovery Plan**

2000
BELLSOUTH
DISASTER RECOVERY PLANNING

For

CLECS

May 24, 2000

CONTENTS

	<u>PAGE</u>
1.0 Purpose	4
2.0 Single Point of Contact	4
3.0 Identifying the Problem	4
3.1 Site Control	5
3.2 Environmental Concerns	6
4.0 The Emergency Control Center (ECC)	6
5.0 Recovery Procedures	7
5.1 CLEC Outage	7
5.2 BellSouth Outage	7
5.2.1 Loss of Central Office	8
5.2.2 Loss of a Central Office with Serving Wire Center Functions	8
5.2.3 Loss of a Central Office with Tandem Functions	8
5.2.4 Loss of a Facility Hub	9
5.3 Combined Outage (CLEC and BellSouth Equipment)	9
6.0 T1 Identification Procedures	9
7.0 Acronyms	10

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established.

As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

- g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

- CO - Central Office (BellSouth)
- DS3 - Facility that carries 28 T1s (672 circuits)
- ECC - Emergency Control Center (BellSouth)
- CLEC - Competitive Local Exchange Carrier
- NMC - Network Management Center
- SWC - Serving Wire Center (BellSouth switch)
- T1 - Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

**Amendment
to Interconnection Agreement Between
BellSouth Telecommunications, Inc.
and ACCESS Integrated Networks, Inc.
Dated August 31, 1999**

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and ACCESS Integrated Networks, Inc. ("ACCESS Integrated") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated August 31, 1999 ("the Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and ACCESS Integrated hereby covenant and agree as follows:

1. Section 15.1, Modification of Agreement, is hereby deleted in its entirety and replaced with new language as follows:
 - 15.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to CLEC-1 any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.
2. The Parties agree that all of the other provisions of the Agreement shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the applicable Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

ACCESS Integrated Networks, Inc.

Signature on File

Signature

Signature on File

Signature

Jerry D. Hendrix

Name

William T. Wright

Name

Sr. Director-Interconnection Services

Title

President

Title

12/15/1999

Date

12/15/1999

Date

**Amendment
to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And ACCESS Integrated Networks, Inc. Dated August 31, 1999**

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by ACCESS Integrated Networks, Inc. ("ACCESS Integrated") and BellSouth Telecommunications, Inc. ("BellSouth") on August 31, 1999. This Amendment ("Amendment") is made by and between ACCESS Integrated and BellSouth and shall be deemed effective on the date executed by ACCESS Integrated and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACCESS Integrated and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth shall offer and Access will accept and pay for Trunk Termination with E&M Signaling (Megalink services®) are as provided for in Exhibit 1, incorporated herein by this reference. This service is subject to the applicable state discount for the purchase of BellSouth services available for resale.
2. Attachment 1, Resale, as provided in Exhibit 2, incorporated herein by this reference, shall be added to the Agreement.
3. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

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

ACCESS Integrated Networks, Inc.

BellSouth Telecommunications, Inc.

By: Signature on File
Signature

By: Signature on File
Signature

Name: William T. Wright
Printed Name

Name: Jerry D. Hendrix
Printed Name

Title: President

Title: Sr. Director

Date: 09/30/99

Date: 10/04/99

® Registered Service Mark of the BellSouth Corporation

EXHIBIT 1 TO AMENDMENT
ACCESS INTEGRATED NETWORKS, INC. – GA99-0731-00

Service Description: Trunk side termination with E&M Signaling for Channelized MegaLink®

Scope of Work: This Special Service Arrangement provides trunk side termination with E&M Signaling for Channelized MegaLink®. This Arrangement is on a month-to-month payment plan with a minimum service period of twelve- (12) months.

Rate Elements	Non-Recurring	Recurring
GEORGIA		
1. Trunk Termination with E&M Signaling (a) Per Trunk (Notes 1-4)	\$100.00	\$40.00
2. Establish Trunk Group (a) Per Group (Notes 1-4)	\$610.00	\$0.00
3. Contract Preparation Charge	\$219.00	\$0.00

NOTES:

1. Rates and charges for MegaLink® and MegaLink® Channel Service apply as specified in Section B7 of the Private Line Services Tariff and are in addition to the rates and charges listed herein.
2. Service Connection Charges as specified in Section A4 of the General Subscriber Service Tariff (GSST) apply.
3. The Exchange Access is to be provided using MegaLink® Channel Service Network Access Register (NAR) rates as found in section A3 of the GSST.
4. End User Charges as specified for End User Common Access Service in BellSouth Telecommunications, Inc., FCC NO. 1, Section 4 apply per Trunk channel.

® Registered Service Mark of the BellSouth Corporation

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 1

Attachment 1

Resale

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 2

TABLE OF CONTENTS

1. DISCOUNT RATES.....	3
2. DEFINITION OF TERMS.....	3
3. GENERAL PROVISIONS	4
4. BELLSOUTH'S PROVISION OF SERVICES TO ACCESS INTEGRATED.....	7
5. MAINTENANCE OF SERVICES.....	7
6. ESTABLISHMENT OF SERVICE	8
7. PAYMENT AND BILLING ARRANGEMENTS	9
8. DISCONTINUANCE OF SERVICE	12
9. LINE INFORMATION DATABASE (LIDB).....	13
10. RAO HOSTING	13
11. OPTIONAL DAILY USAGE FILE (ODUF)	13
12. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)	13
13. CALLING NAME DELIVERY (CNAM) DATABASE SERVICE	14
EXHIBIT A -- APPLICABLE DISCOUNTS/OSS RATES	15
EXHIBIT B – RESALE RESTRICTIONS.....	18
EXHIBIT C – LINE INFORMATION DATABASE (LIDB) STORAGE AGREEMENT.....	20
EXHIBIT D – CMDS/RAO HOSTING.....	28
EXHIBIT E – OPTIONAL DAILY USAGE FILE (ODUF).....	32
EXHIBIT F – ENHANCED OPTIONAL DAILY USAGE FILE (EODUF).....	35
EXHIBIT G – CALLING NAME DELIVERY (CNAM) DATABASE SERVICES.....	37
EXHIBIT H – ODUF/EODUF/CMDS RATES	EXHIBIT H

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 3

RESALE

1 Discount Rates

The rates pursuant by which ACCESS Integrated is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2 Definition of Terms

- 2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 END USER means the ultimate user of the telecommunications services.
- 2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 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.
- 2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as ACCESS Integrated subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an CLEC, such as ACCESS Integrated, may offer resold local exchange telecommunications service.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 4

3 General Provisions

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

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

3.2 ACCESS Integrated may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.2.1 ACCESS Integrated must resell services to other end users.

3.2.2 ACCESS Integrated must order services through resale interfaces, i. e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.2.3 ACCESS Integrated cannot be a competitive local exchange company for the single purpose of selling to themselves.

3.3 The provision of services by BellSouth to ACCESS Integrated does not constitute a joint undertaking for the furnishing of any service.

3.4 ACCESS Integrated will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from ACCESS Integrated for all services.

3.5 ACCESS Integrated will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.

3.6 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

3.7 BellSouth maintains the right to serve directly any end user within the service area of ACCESS Integrated. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ACCESS Integrated.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 5

- 3.8 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.9 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. ACCESS Integrated has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business.
- 3.10 For the purpose of the resale of BellSouth's telecommunications services by ACCESS Integrated, BellSouth will provide ACCESS Integrated with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. ACCESS Integrated acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that ACCESS Integrated cancel its reservations of numbers. ACCESS Integrated shall comply with such request.
- Further, upon ACCESS Integrated's request, and for the purpose of the resale of BellSouth's telecommunications services by ACCESS Integrated, BellSouth will reserve up to 100 telephone numbers per CLLIC, for ACCESS Integrated's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. ACCESS Integrated acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of ACCESS Integrated's reasonable need in that particular CLLIC.
- 3.11 BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to ACCESS Integrated.
- 3.12 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.13 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.14 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.15 BellSouth accepts no responsibility to any person for any unlawful act committed by ACCESS Integrated or its end users as part of providing service to ACCESS Integrated for purposes of resale or otherwise.
- 3.16 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users. Law enforcement agency subpoenas and court orders regarding end users of ACCESS Integrated will be directed to ACCESS Integrated. BellSouth will bill ACCESS Integrated for implementing any requests by law enforcement agencies regarding ACCESS Integrated end users.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 6

- 3.17 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 3.17.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
 - 3.17.2 Cause damage to BellSouth's plant;
 - 3.17.3 Impair the privacy of any communications; or
 - 3.17.4 Create hazards to any BellSouth employees or the public.
- 3.18 ACCESS Integrated assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by ACCESS Integrated.
- 3.19 Facilities and/or equipment utilized by BellSouth to provide service to ACCESS Integrated remain the property of BellSouth.
- 3.20 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.21 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. ACCESS Integrated 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 ACCESS Integrated will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.22 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 attachment.
- 3.23 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Simplified Message Desk Interface - Enhanced ("SMDI-E")
 - Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
 - Call Forward on Busy/Don't Answer ("CF-B/DA")
 - Call Forward on Busy ("CF/B")
 - Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 7

- 3.24 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.25 All costs incurred by BellSouth for providing services requested by ACCESS Integrated that are not covered in the BellSouth tariffs shall be recovered from the CLEC(s) who utilize those services.
- 3.26 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

4 BellSouth's Provision of Services to ACCESS Integrated

- 4.1 ACCESS Integrated agrees that its resale of BellSouth services shall be as follows:
 - 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
 - 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
 - 4.1.3 BellSouth reserves the right to periodically audit services purchased by ACCESS Integrated to establish authenticity of use. Such audit shall not occur more than once in a calendar year. ACCESS Integrated shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.
- 4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services.
- 4.3 ACCESS Integrated may resell services only within the specific resale service area as defined in its certificate.
- 4.4 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.

5 Maintenance of Services

- 5.1 ACCESS Integrated will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 8

- 5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 ACCESS Integrated or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 ACCESS Integrated accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 ACCESS Integrated will be BellSouth's single point of contact for all repair calls on behalf of ACCESS Integrated's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 ACCESS Integrated will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.7 For all repair requests, ACCESS Integrated accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill ACCESS Integrated for handling troubles that are found not to be in BellSouth'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.
- 5.9 BellSouth reserves the right to contact ACCESS Integrated's end users, if deemed necessary, for maintenance purposes.

6 Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, ACCESS Integrated will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for ACCESS Integrated's resold services. 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, BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from ACCESS Integrated that a current end user of BellSouth will subscribe to ACCESS Integrated's service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for ACCESS Integrated's end user customer. ACCESS Integrated must, however, be able to demonstrate end user authorization upon request.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 9

- 6.5 ACCESS Integrated will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from ACCESS Integrated to BellSouth or will accept a request from another CLEC for conversion of the end user's service from ACCESS Integrated to the other CLEC. BellSouth will notify ACCESS Integrated that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to ACCESS Integrated has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess ACCESS Integrated as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. 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 ACCESS Integrated. These charges can be adjusted if ACCESS Integrated provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves ACCESS Integrated from complying with BellSouth'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 BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that ACCESS Integrated defaults on its account, service to ACCESS Integrated will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7 Payment And Billing Arrangements

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for ACCESS Integrated. ACCESS Integrated is required to provide the following before a master

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 10

account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number (“OCN”) assigned by the National Exchange Carriers Association (“NECA”) and a tax exemption certificate, if applicable.

- 7.2 BellSouth shall bill ACCESS Integrated on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of ACCESS Integrated. ACCESS Integrated shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ACCESS Integrated from ACCESS Integrated's end user. BellSouth will not become involved in billing disputes that may arise between ACCESS Integrated and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 7.4 BellSouth will render bills each month on established bill days for each of ACCESS Integrated's accounts.
- 7.5 BellSouth will bill ACCESS Integrated in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill ACCESS Integrated, and ACCESS Integrated will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
- 7.6.2 If ACCESS Integrated requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to ACCESS Integrated.
- 7.6.3 Billing Disputes
- 7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 11

- 7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution
- 7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 7.6.3.4 If a Party 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 the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
- 7.7 Upon proof of tax exempt certification from ACCESS Integrated, the total amount billed to ACCESS Integrated will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. ACCESS Integrated will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to ACCESS Integrated's end user.
- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.
- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to ACCESS Integrated.
- 7.10 BellSouth will not perform billing and collection services for ACCESS Integrated 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 BellSouth.
- 7.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill ACCESS Integrated end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 7.12 In general, BellSouth will not become involved in disputes between ACCESS Integrated and ACCESS Integrated's end user customers over resold services. If a dispute does arise that cannot

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 12

be settled without the involvement of BellSouth, ACCESS Integrated shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with ACCESS Integrated to resolve the matter in as timely a manner as possible. ACCESS Integrated may be required to submit documentation to substantiate the claim.

8 Discontinuance of Service

- 8.1 The procedures for discontinuing service to an end user are as follows:
- 8.1.1 Where possible, BellSouth will deny service to ACCESS Integrated's end user on behalf of, and at the request of, ACCESS Integrated. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of ACCESS Integrated.
 - 8.1.2 At the request of ACCESS Integrated, BellSouth will disconnect a ACCESS Integrated end user customer.
 - 8.1.3 All requests by ACCESS Integrated for denial or disconnection of an end user for nonpayment must be in writing.
 - 8.1.4 ACCESS Integrated will be made solely responsible for notifying the end user of the proposed disconnection of the service.
 - 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise ACCESS Integrated when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by ACCESS Integrated and/or the end user against any claim, loss or damage arising from providing this information to ACCESS Integrated. It is the responsibility of ACCESS Integrated to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
 - 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to ACCESS Integrated are as follows:
- 8.2.1 BellSouth 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 ACCESS Integrated of the rules and regulations of BellSouth's Tariffs.
 - 8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ACCESS Integrated, 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. In addition BellSouth may, at the same time, give thirty days notice to the person designated by ACCESS Integrated to receive notices of noncompliance, and discontinue the provision of existing services to ACCESS Integrated at any time thereafter.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 13

- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and ACCESS Integrated's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ACCESS Integrated without further notice.
- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, ACCESS Integrated's services will be discontinued. Upon discontinuance of service on a ACCESS Integrated's account, service to ACCESS Integrated's end users will be denied. BellSouth will also reestablish service at the request of the end user or ACCESS Integrated upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. ACCESS Integrated is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9 **Line Information Database (LIDB)**

- 9.1 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.
- 9.2 BellSouth will provide LIDB Storage upon written request to ACCESS Integrated Account Manager stating requested activation date.

10 **RAO Hosting**

- 10.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.
- 10.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

11 **Optional Daily Usage File (ODUF)**

- 11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.
- 11.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

12 **Enhanced Optional Daily Usage File (EODUF)**

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

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 14

12.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

13 **Calling Name Delivery (CNAM) Database Service**

13.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit G. Rates for CNAM are as set forth in Exhibit H of this Attachment.

13.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 15

EXHIBIT A

Page 1 of 3

APPLICABLE DISCOUNTS

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

<u>DISCOUNT*</u>			
<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>	<u>CSAs***</u>
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
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 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.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 16

EXHIBIT A

Page 2 of 3

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which ACCESS Integrated 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	SOMECH	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 ACCESS Integrated 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

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

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

THRESHOLD BILLING PLAN

The Parties agree that ACCESS Integrated 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%

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 17

EXHIBIT A

Page 3 of 3

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.

The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

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

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

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

13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	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 had 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)

EXHIBIT B**Page 2 of 2**

4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, ACCESS Integrated is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, ACCESS Integrated shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. ACCESS Integrated must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. ACCESS Integrated is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that ACCESS Integrated may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.
- 5 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 6 AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 20

EXHIBIT C

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of ACCESS Integrated and pursuant to which BellSouth, its LIDB customers and ACCESS Integrated shall have access to such information. ACCESS Integrated 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 Local Exchange Carrier, 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 the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Local Exchange Company for any lost

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 21

EXHIBIT C

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.

Local Exchange Company understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company 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 Local Exchange Company'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 Local Exchange Company's data from BellSouth's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

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

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

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

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 22

EXHIBIT C

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

II. TERM

This Agreement will be effective as of _____, 199__, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BellSouth to the Local Exchange Company, 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 the Local Exchange Company. The Local Exchange Company shall have the right to have BellSouth contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

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

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 23

EXHIBIT C

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.

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

C. The Local Exchange Company agrees to submit to 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 the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 24

EXHIBIT C

matters without BellSouth's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company 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.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 25

EXHIBIT C

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

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BellSouth"), and Local Exchange Company ("Local Exchange Company"), effective the ____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company'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 Local Exchange Company, 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.

C. 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 Local Exchange Company.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 26

EXHIBIT C

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 Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company 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 Local Exchange Company. BellSouth will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company 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.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 27

EXHIBIT C

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 Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 28

EXHIBIT D

RAO Hosting

- 1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to ACCESS Integrated by BellSouth will be in accordance with the methods and practices regularly adopted and 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.
- 2 ACCESS Integrated shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3 Applicable compensation amounts will be billed by BellSouth to ACCESS Integrated on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4 ACCESS Integrated must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from ACCESS Integrated to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of ACCESS Integrated and will coordinate all associated conversion activities.
- 5 BellSouth will receive messages from ACCESS Integrated that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 6 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 ACCESS Integrated.
- 7 All data received from ACCESS Integrated that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 8 All data received from ACCESS Integrated that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 9 BellSouth will receive messages from the CMDS network that are destined to be processed by ACCESS Integrated and will forward them to ACCESS Integrated on a daily basis.
- 10 Transmission of message data between BellSouth and ACCESS Integrated will be via CONNECT:Direct.
- 11 All messages and related data exchanged between BellSouth and ACCESS Integrated will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 29

EXHIBIT D

- 12 ACCESS Integrated will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 13 Should it become necessary for ACCESS Integrated to send data to BellSouth more than sixty (60) days past the message date(s), ACCESS Integrated will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and ACCESS Integrated to notify all affected Parties.
- 14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ACCESS Integrated) identified and agreed to, the company responsible for creating the data (BellSouth or ACCESS Integrated) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 15 Should an error be detected by the EMI format edits performed by BellSouth on data received from ACCESS Integrated, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ACCESS Integrated of the error condition. ACCESS Integrated 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, ACCESS Integrated will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 16 In association with message distribution service, BellSouth will provide ACCESS Integrated with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 17 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 agreement.
- 18 RAO Compensation
- 18.1 Rates for message distribution service provided by BellSouth for ACCESS Integrated are as set forth in Exhibit A to this Attachment.
- 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 18.3 Data circuits (private line or dial-up) will be required between BellSouth and ACCESS Integrated for the purpose of data transmission. Where a dedicated line is required, ACCESS Integrated will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ACCESS Integrated 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 ACCESS Integrated.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 30

EXHIBIT D

Additionally, all message toll charges associated with the use of the dial circuit by ACCESS Integrated will be the responsibility of ACCESS Integrated. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

- 18.4 All equipment, including modems and software, that is required on the ACCESS Integrated end for the purpose of data transmission will be the responsibility of ACCESS Integrated.
- 19 Intercompany Settlements Messages
- 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by ACCESS Integrated as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between ACCESS Integrated and the involved company(ies), unless that company is participating in NICS.
- 19.2 Both traffic that originates outside the BellSouth region by ACCESS Integrated and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ACCESS Integrated, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by ACCESS Integrated, involves a company other than ACCESS Integrated, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once ACCESS Integrated is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of ACCESS Integrated. BellSouth will distribute copies of these reports to ACCESS Integrated on a monthly basis.
- 19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of ACCESS Integrated. BellSouth will distribute copies of these reports to ACCESS Integrated on a monthly basis.
- 19.6 BellSouth will collect the revenue earned by ACCESS Integrated from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of ACCESS Integrated. BellSouth will remit the revenue billed by ACCESS Integrated to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on ACCESS Integrated. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ACCESS Integrated via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by ACCESS Integrated within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of ACCESS Integrated. BellSouth will remit the revenue billed by ACCESS Integrated within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 31

EXHIBIT D

will be netted together by BellSouth and the resulting charge or credit issued to ACCESS Integrated via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and ACCESS Integrated agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 32

EXHIBIT E

Optional Daily Usage File

- 1 Upon written request from ACCESS Integrated, BellSouth will provide the Optional Daily Usage File (ODUF) service to ACCESS Integrated pursuant to the terms and conditions set forth in this section.
- 2 The ACCESS Integrated 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 ACCESS Integrated customer.

Charges for delivery of the Optional Daily Usage File will appear on the ACCESS Integrated's 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 the billing system of ACCESS Integrated will be the responsibility of the ACCESS Integrated. If, however, ACCESS Integrated should encounter significant volumes of errored messages that prevent processing by ACCESS Integrated within its systems, BellSouth will work with ACCESS Integrated 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 ACCESS Integrated:

- 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

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 33

EXHIBIT E

-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 ACCESS Integrated.
- 6.1.4 In the event that ACCESS Integrated detects a duplicate on Optional Daily Usage File they receive from BellSouth, ACCESS Integrated will drop the duplicate message (ACCESS Integrated will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

- 6.2.1 The Optional Daily Usage File will be distributed to ACCESS Integrated 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 ACCESS Integrated for the purpose of data transmission. Where a dedicated line is required, ACCESS Integrated will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ACCESS Integrated 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 ACCESS Integrated. Additionally, all message toll charges associated with the use of the dial circuit by ACCESS Integrated will be the responsibility of ACCESS Integrated. 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 ACCESS Integrated end for the purpose of data transmission will be the responsibility of ACCESS Integrated.

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 ACCESS Integrated which BellSouth RAO that is sending the message. BellSouth and ACCESS Integrated will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ACCESS Integrated and resend the data as appropriate.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 34

EXHIBIT E

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

- 6.4.1 ACCESS Integrated 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. ACCESS Integrated will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ACCESS Integrated by BellSouth.

6.5 Control Data

ACCESS Integrated will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ACCESS Integrated 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 ACCESS Integrated for reasons stated in the above section.

6.6 Testing

- 6.6.1 Upon request from ACCESS Integrated, BellSouth shall send test files to ACCESS Integrated 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 ACCESS Integrated set up a production (LIVE) file. The live test may consist of ACCESS Integrated's employees making test calls for the types of services ACCESS Integrated requests on the Optional Daily Usage File. These test calls are logged by ACCESS Integrated, 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.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 35

EXHIBIT F

Enhanced Optional Daily Usage File

- 1 Upon written request from ACCESS Integrated, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to ACCESS Integrated 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 ACCESS Integrated 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.

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

- 4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 5 Messages that error in the billing system of ACCESS Integrated will be the responsibility of ACCESS Integrated. If, however, ACCESS Integrated should encounter significant volumes of errored messages that prevent processing by ACCESS Integrated within its systems, BellSouth will work with ACCESS Integrated 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 ACCESS Integrated:

Customer usage data for flat rated local call originating from ACCESS Integrated'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

- 6.1.2 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 ACCESS Integrated.

EXHIBIT 2 TO AMENDMENT

Attachment 1

Page 36

EXHIBIT F

- 6.1.3 In the event that ACCESS Integrated detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, ACCESS Integrated will drop the duplicate message (ACCESS Integrated will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

- 6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to ACCESS Integrated over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among ACCESS Integrated'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).
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ACCESS Integrated for the purpose of data transmission. Where a dedicated line is required, ACCESS Integrated will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ACCESS Integrated 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 ACCESS Integrated. Additionally, all message toll charges associated with the use of the dial circuit by ACCESS Integrated will be the responsibility of ACCESS Integrated. 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 ACCESS Integrated end for the purpose of data transmission will be the responsibility of ACCESS Integrated.

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 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 ACCESS Integrated which BellSouth RAO that is sending the message. BellSouth and ACCESS Integrated will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ACCESS Integrated and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

EXHIBIT 2 TO AMENDMENT

Attachment 1
Page 37
EXHIBIT G

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1.00 DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides ACCESS Integrated the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide ACCESS Integrated access to the BellSouth CNAM SCP for query or record storage purposes.

2.02 ACCESS Integrated shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to ACCESS Integrated's access to BellSouth's CNAM Database Services and shall be addressed to ACCESS Integrated's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to ACCESS Integrated requires interconnection from ACCESS Integrated to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be

EXHIBIT 2 TO AMENDMENT

Attachment 1
Page 38
EXHIBIT G

established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

- 3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, ACCESS Integrated ACCESS Integrated shall provide its own CNAM SSP. ACCESS Integrated CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.03 If ACCESS Integrated elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that ACCESS Integrated desires to query.
- 3.04 Out-Of-Region Customers. If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the parties and writing shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

- 4.01 The mechanism to be used by ACCESS Integrated for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by ACCESS Integrated in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of ACCESS Integrated to provide accurate information to BellSouth on a current basis.
- 4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.03 ACCESS Integrated CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulation.

ATTACHMENT 2 TO AMENDMENT

BELLSOUTH/CLEC-1 RATES
ODUF/EDOUF/CMDS/CNAM

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EDOUF/CMDS										
ODUF: Recording, per message	N/A	\$0.0002	\$0.008	\$0.008	\$0.0008611	\$0.00019	\$0.0001179	\$0.008	\$0.0002862	\$0.008
ODUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.004	\$0.0032357	\$0.0024	\$0.0032089	\$0.004	\$0.0032344	\$0.004
EODUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
CMDS: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.00004	\$0.001	\$0.001	\$0.0000365	\$0.00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	N/A	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016
CNAM (Non-Database Owner), Per Query *	N/A	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	N/A	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00
* 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.										