



at&t

WHOLESALE AGREEMENT

Customer Name: Lafayette City-Parish Consolidated Government

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CLEC Agreement with:

Lafayette City-Parish Consolidated Government

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AGREEMENT

GENERAL TERMS AND CONDITIONS

THIS (SERVICES) AGREEMENT is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, AT&T Tennessee, ("AT&T"), and Lafayette City-Parish Consolidated Government (CUSTOMER), a Louisiana Municipality, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or CUSTOMER or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, AT&T is a local exchange telecommunications company authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, CUSTOMER is a Competitive Local Exchange Carrier (CLEC) authorized to provide Telecommunications Services in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, AT&T desires to provide and CUSTOMER desires to purchase certain Services not required pursuant to Section 251 of the Telecommunications Act of 1996 (Act);

NOW, THEREFORE, in consideration of the mutual agreements contained herein, AT&T and CUSTOMER agree as follows:

Definitions

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

AT&T Southeast Region 9-State is defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

Commission is defined as the appropriate regulatory agency in each state of AT&T's Southeast Region 9-State (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1. **Scope of this Agreement**

1.1 This Agreement sets forth the obligations of each Party with respect to AT&T's provision of certain services, set forth herein, to CUSTOMER (Service(s)). AT&T will make available to CUSTOMER the Services and CUSTOMER agrees to purchase AT&T's Services as set forth herein.

1.2 Notwithstanding Section 18 below, the Parties acknowledge that this Agreement is intended to be governed by the provisions of 47 U.S.C. §§ 201, 202 and to the extent applicable, § 271. The Parties acknowledge that this Agreement is subject to the exclusive jurisdiction of the FCC.

2. **CLEC Certification**

2.1 Prior to execution of this Agreement, CUSTOMER agrees to provide AT&T in writing CUSTOMER's CLEC certification for all states covered by this Agreement except Kentucky. Should CUSTOMER's certification in any state be rescinded or otherwise terminated, AT&T may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, or AT&T may refuse to provide Services hereunder in that state until certification is reinstated in that state. CUSTOMER shall provide proof of authority to do business, issued by the Secretary of State, or equivalent authority, in each state covered by this Agreement.

2.2 To the extent CUSTOMER is not certified as a CLEC, or has not provided proof of authority to do business in any state covered by this Agreement as of the execution hereof, CUSTOMER may not purchase Services under this Agreement in that state. CUSTOMER will notify AT&T in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and, upon receipt thereof, CUSTOMER may thereafter purchase Services pursuant to this Agreement in that state.

3. Term of the Agreement

3.1 The term of this Agreement shall commence on the Effective Date and shall apply to the AT&T Southeast Region 9-State. It shall continue in effect until terminated, except as otherwise provided in this Agreement. This Agreement shall continue in effect as specified herein unless:

- a) Either Party terminates, without cause, at any time upon at least thirty (30) days prior written notice to the other Party provided no Services are being purchased pursuant to this Agreement; or
- b) Either Party terminates pursuant to the terms hereof upon the other's breach.

3.2 Except as set forth in Attachment 2, if either Party breaches or defaults on any of the terms, conditions, or covenants of this Agreement, the other Party shall give the breaching Party written notice of such breach or default. If such breach or default continues for ten (10) days after such written notice, then all monies owed on all outstanding invoices shall become due, and in addition to all other rights and remedies of law or equity or otherwise, the non-breaching Party may terminate this Agreement without any charge, obligation, or liability whatsoever for such breach, except for payment for Services already received and accepted.

3.3 To the extent CUSTOMER is in breach or default of its obligations under any other agreement or tariff to which AT&T and CUSTOMER are parties, such breach or default shall be deemed a breach or default under this Agreement, and AT&T may exercise any right of disconnection, suspension or termination of services, or any other rights upon default or breach as described in this Agreement, to the same extent such rights may be exercised for a default or breach under this Agreement.

3.4 In addition to as otherwise set forth in this Agreement, AT&T reserves the right to suspend or terminate Service in the event of prohibited, unlawful or improper use of AT&T facilities or service, or abuse of AT&T facilities.

3.5 Upon termination of this Agreement, the rates, terms and conditions of this Agreement shall continue to apply for all Services until the date such Services are actually transitioned from this Agreement, or the date that AT&T specifies for the completion of the transition, whichever is earlier, (Transition Period). CUSTOMER shall not be entitled to place any orders for the purchase of Services or make any changes to the Services other than transitioning the Services from this Agreement during the Transition Period.

4. Rates

4.1 CUSTOMER shall pay the charges set forth in this Agreement. In the event that AT&T is unable to bill the applicable rate or no rate is established or included in this Agreement for any Services provided pursuant to this Agreement, AT&T reserves the right to back bill CUSTOMER for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement.

4.2 To the extent a rate element is omitted or no rate is established, AT&T has the right not to provision such Service until the Agreement is amended to include such rate.

- 4.3 To the extent CUSTOMER requests Services not included in this Agreement, such Services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement.
- 4.4 In the event that this Agreement or an amendment to this Agreement effects a rate change, AT&T will make a change to such rates. The change shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.
5. **Left Blank Intentionally**
6. **Liability and Indemnification**
- 6.1 CUSTOMER Liability. In the event that CUSTOMER consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party requests Services under this Agreement using CUSTOMER's codes, all such entities shall be jointly and severally liable for the obligations of CUSTOMER under this Agreement.
- 6.2 Liability for Acts or Omissions of Third Parties. AT&T shall not be liable to CUSTOMER for any act or omission of another entity providing services to CUSTOMER.
- 6.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder, AT&T's liability to CUSTOMER for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the Services not performed or improperly performed.
- 6.3.1 CUSTOMER may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any Service provided or contemplated under this Agreement, that, to the maximum extent permitted by applicable law, CUSTOMER shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount CUSTOMER would have charged that applicable person for the Service that gave rise to such loss and (ii) indirect, incidental or consequential damages. To the extent that CUSTOMER elects not to place in its tariffs or contracts such limitations of liability, and AT&T incurs a loss as a result thereof, CUSTOMER shall indemnify and reimburse AT&T for that portion of the loss that would have been limited had CUSTOMER included in its tariffs and contracts the limitations of liability that AT&T included in its own tariffs at the time of such loss, except to the extent caused by AT&T's gross negligence or willful misconduct.
- 6.3.2 AT&T shall not be liable for damages to CUSTOMER's terminal location, equipment or End User premises resulting from the furnishing of a Service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by AT&T's negligence or willful misconduct.
- 6.3.3 Under no circumstance shall AT&T be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, CUSTOMER recognizes that AT&T may, from time to time, provide advice, make

recommendations, or supply other analyses related to the Services described in this Agreement, and, while AT&T shall use diligent efforts in this regard, CUSTOMER acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

6.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on AT&T different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

6.4 Indemnification for Certain Claims. Except as otherwise set forth in this Agreement and except to the extent caused by AT&T's gross negligence or willful misconduct, AT&T, its Affiliates, parent company and their employees and agents shall be indemnified, defended and held harmless by CUSTOMER against any claim, loss or damage arising from CUSTOMER's use of the Services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of CUSTOMER's own communications, or (2) any claim, loss or damage claimed by any third party (including, but not limited to, a customer of the Party receiving services) arising from CUSTOMER'S use or reliance on AT&T's Services, actions, duties, or obligations arising out of this Agreement.

6.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. CUSTOMER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

7. Intellectual Property Rights and Indemnification

7.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of Telecommunications Services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.

7.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non assignable, non exclusive, non transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any Service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a

Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

7.3 Intellectual Property Remedies

7.3.1 Indemnification. The Party providing a Service pursuant to this Agreement will defend the Party receiving such Service or data provided as a result of such Service against claims of infringement arising solely from the use by the receiving Party of such Service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 above.

7.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of AT&T is likely to become, the subject of a third party claim, action, suit, or proceeding based on intellectual property infringement, then AT&T shall have the right to terminate, upon reasonable notice, this Agreement with respect to use of, or Services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

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

8. **Proprietary and Confidential Information**

8.1 Proprietary and Confidential Information. It may be necessary for AT&T and CUSTOMER, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and

confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

8.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees, consultants, contractors and agents of Recipient or its Affiliates with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipients may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Information remains at all times the property of the Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such information has been returned or destroyed.

8.3 Exceptions

8.3.1 Recipient will not have an obligation to protect any portion of the Information which:

8.3.2 (a) is made publicly available by the Discloser or lawfully by a non-Party to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

8.4 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

8.5 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

8.6 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 8 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

9. **Disclosure**

Notwithstanding anything in this Agreement, upon execution hereof, AT&T may use CUSTOMER's name in connection with a press release relating to the execution of this Agreement. In addition, AT&T shall post this Agreement or file it with the FCC, as appropriate, to the extent such posting or filing may be required in AT&T's reasonable discretion. Except as expressly set forth in this Agreement, neither Party will disclose any terms of this Agreement to any third party unless

required by law, by court order, or by order of a regulatory body having jurisdiction over the Party from whom disclosure is sought.

10. Resolution of Disputes

In the event the Parties are unable to resolve any disputes that arise under this Agreement, the aggrieved Party shall pursue resolution of such dispute(s) with the appropriate federal or state court of competent jurisdiction. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue. Except as otherwise provided in this Agreement, nothing herein shall be deemed a waiver of any right of a Party to pursue any remedy at law or in equity.

11. Taxes

11.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the Services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

11.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party

11.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

11.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

11.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party

11.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

11.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective Service is billed.

11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees do not apply, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to apply, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with

copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 11.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 11.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 11.3.7 Each Party shall promptly notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 11.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 11.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective Service is billed.
- 11.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 11.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 11.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 11.4.7 Each Party shall promptly notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.
- 11.5 Additional Tax and Fee Provisions
- 11.5.1 Mutual Cooperation. In any contest of a tax or fee by one (1) Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.
- 11.5.2 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of a tax or fee before a regulatory authority.

12. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by

CUSTOMER, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non performance and both Parties shall proceed whenever such causes are removed or cease.

13. Modification of Agreement

13.1 Subject to the provisions of Section 19 below, if CUSTOMER changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of CUSTOMER to notify AT&T of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change, and notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure, if applicable. Additionally, CUSTOMER shall provide AT&T with any necessary supporting documentation.

13.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

14. Non-waiver of Legal Rights

14.1 Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s); provided, however, that any modification of any law, rule or order issued pursuant to the Act shall not impact or modify the Parties' rights and obligations pursuant to this Agreement.

15. Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

16. Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with

applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision.

17. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

18. Governing Law

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

19. Assignments and Transfers

19.1 CUSTOMER shall not assign to any entity any right, obligation or duty, or any other interest hereunder, in whole or in part, without the prior written consent of AT&T. No transfer or assignment of this Agreement or of any right, obligation or duty, or any other interest hereunder to any entity by contract, merger, operation of law or otherwise, shall be effective without the prior written consent of AT&T and any such assignment or transfer shall be null and void. AT&T may withhold its consent in its sole discretion. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that CUSTOMER is providing service. After AT&T's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. Any such assignment shall be subject to applicable charges negotiated between the Parties. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, CUSTOMER shall not assign this Agreement to any Affiliate or non affiliated entity unless either (1) CUSTOMER pays all bills, past due and current, under this Agreement, or (2) CUSTOMER's assignee expressly assumes liability for payment of such bills.

19.2 In the event that CUSTOMER desires to transfer any Services hereunder to another provider of Telecommunications Service, or CUSTOMER desires to assume hereunder any services provisioned by AT&T to another provider of Telecommunications Service, the Parties shall negotiate the applicable rates, terms and conditions for such a transfer and CUSTOMER shall follow AT&T's established process for completing such a transfer.

19.3 Change in Control

19.3.1 In the event that CUSTOMER enters into an agreement which, when consummated, would cause CUSTOMER to become subject to a Change of Control at any point during the term of this Agreement, CUSTOMER shall notify AT&T, and AT&T's consent to such Change in Control, which

shall not be unreasonably withheld shall be required. To the extent CUSTOMER consummates any such Change in Control prior to AT&T's consent, AT&T, in its sole discretion, may terminate this Agreement upon 30 days prior written notice to CUSTOMER.

19.3.2 The following definitions apply for purposes of this Section 19.3:

19.3.2.1 "Change of Control" means a change in Control of CUSTOMER (or its Controlling Affiliate or Controlling Affiliates) where such Control is acquired by any third party.

19.3.2.2 "Control" or "Controlling" or "Controlled by" shall, depending upon the context in which it is used, refer respectively to (a) a person that holds fifty percent (50%) or more of the voting power of another person, or (b) a person, fifty percent (50%) or more of whose voting power is held by another person. In addition, Control of a person includes the power, direct or indirect, to elect a majority of its board of directors or similar governing body or to direct or cause the direction of the management and policies of such person, whether by contract or otherwise.

19.3.2.3 "Affiliate" means another person that directly or indirectly Controls, is Controlled by, or is under common Control with, CUSTOMER.

20. Notices

20.1 With the exception of billing notices, governed by Attachment 2, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398

and

Business Markets Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Lafayette City-Parish Consolidated Government

Mona Simon
1314 Walker Road
Lafayette, LA 70506
Ph: (337) 291-5879
Fax: (337) 291-5999
mbsimon@lus.org

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3 Notwithstanding the foregoing, AT&T shall post to the AT&T Web site changes to business processes and policies and shall post to the AT&T Web site or submit through applicable electronic systems, other business related notices not requiring an amendment to this Agreement.

21. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

25. Survival

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

26. Entire Agreement

26.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 26.2 below, and all incorporated documents, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties as they relate to the Services provided under this Agreement and merges all prior discussions between them. Any orders placed under a prior commercial agreement between the Parties for the same like services subsequently provided pursuant to this Agreement shall be governed by the terms of this Agreement and CUSTOMER acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior commercial agreements between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement; provided, however, that the rates of such prior commercial agreement shall apply to such services until the effective date hereof. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

26.2 This Agreement includes Attachments and Exhibits, incorporated herein by reference with provisions for the following:

Services
Billing

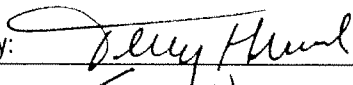
26.3 Any reference throughout this Agreement to a tariff, industry guideline, AT&T's technical guideline or reference, AT&T business rule, guide or other such document containing processes or specifications applicable to the Services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these Services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference and may be found at AT&T's Wholesale – Southeast Web site at: <http://wholesale.att.com>. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the Services were provisioned; provided, however, that in any state where certain AT&T services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T provides such services as a result of detariffing or deregulation.

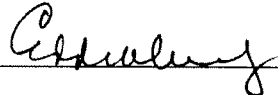
27. Service Levels

Notwithstanding any provision of any document referenced herein, AT&T shall not be subject to any intervals, performance measurements or penalty payments associated with the performance of this Agreement.

Lafayette City-Parish Consolidated Government

**BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee; by AT&T
Operations, Inc., its authorized agent**

By: 
Name: Terry HUVAC
Title: Director
Date: 5/15/09
gbs/15/09

By: 
Name: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements
Date: 6-9-09

LOUISIANA OCN # ACNA
 9002 LHG

Attachment 1

Services

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Services

1. Introduction

1.1 The terms and conditions set forth in this Attachment apply only when the Services are purchased pursuant to this Agreement.

2. Centralized Message Distribution System (CMDS) Utilizing Revenue Accounting Office (RAO) Hosting

2.1 Definitions

2.1.1 CMDS is a national message exchange system administered by Telcordia used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation.

2.1.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center (Indirect Participants).

2.1.3 RAO Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.

2.1.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one (1) CMDS Direct Participant to another for billing. CATS applies to calls that originate within one (1) Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e., billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company.

2.1.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T Southeast Region 9-State.

- 2.2 Upon CUSTOMER's request, AT&T, as a Direct Participant, shall provide RAO Hosting Services to CUSTOMER, as an Indirect Participant, as set forth herein.
- 2.2.1 Where CUSTOMER selects AT&T as its RAO Host for the delivery of Intercompany Settlements messages, CUSTOMER must request that AT&T establish a unique hosted RAO code for CUSTOMER. Such request shall be in writing to the AT&T RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of Services pursuant to this Section. Services shall commence on a date mutually agreed to by the Parties.
- 2.2.2 AT&T will record CUSTOMER's End User messages and forward such messages to CUSTOMER via the ODUF in EMI format. CUSTOMER must rate the messages and forward them to AT&T, as its RAO Host, for distribution to the Billing Company via CMDS. AT&T will deliver such messages for CUSTOMER through CMDS and will bill CUSTOMER for CMDS on a per message basis as set forth in Exhibit A. CUSTOMER must follow all Telcordia message exchange standards to send and receive the above referenced NICS and CATS settlements.
- 2.2.3 AT&T will receive messages from CUSTOMER that are to be processed by AT&T, another LEC in the AT&T region or a LEC outside the AT&T region. CUSTOMER must send all messages to AT&T no later than eighty-nine (89) days after the message date or Telcordia will reject the entire pack.
- 2.2.4 RAO Hosting, CATS and NICS Services provided to CUSTOMER by AT&T will be in accordance with the methods and practices regularly applied by AT&T to its own operations during the term of this Agreement, including such revisions as may be made from time to time by AT&T.
- 2.2.5 CUSTOMER shall furnish all relevant information required by AT&T for the provision of RAO Hosting, CATS and NICS.
- 2.2.6 AT&T 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 CUSTOMER. All messages and related data exchanged between AT&T and CUSTOMER will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 2.2.7 All data received from CUSTOMER that is to be processed or billed by another LEC within the AT&T region will be distributed to that LEC in accordance with the agreement(s) in effect between AT&T and the involved LEC.
- 2.2.8 All data received from CUSTOMER that is to be placed on the CMDS network for distribution outside the AT&T region will be handled in accordance with the agreement(s) in effect between AT&T and its connecting contractor, currently Telcordia.
- 2.2.9 AT&T will receive messages from the CMDS network that are destined to be processed by CUSTOMER and will forward them to CUSTOMER on a daily basis for processing.
- 2.2.10 CMDS data between AT&T and CUSTOMER will be distributed via FTP mailbox. It will be created on a daily basis Monday through Friday, except holidays. Details such as dataset name and

delivery schedule will be addressed during negotiations of the distribution medium. If AT&T determines the FTP mailbox is nearing capacity levels, AT&T may move CUSTOMER to CONNECT:Direct file delivery.

- 2.2.11 If CUSTOMER is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between AT&T and CUSTOMER for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, CUSTOMER will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. CUSTOMER will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Any costs incurred for such equipment will be CUSTOMER's responsibility. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to CUSTOMER. Additionally, all message toll charges associated with the use of the dial circuit by CUSTOMER will be the responsibility of CUSTOMER. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the CUSTOMER end for the purpose of data transmission will be the responsibility of CUSTOMER.
- 2.2.12 If CUSTOMER utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of CUSTOMER.
- 2.2.13 CUSTOMER will maintain recorded message detail necessary to recreate files provided to AT&T for a period of three (3) calendar months beyond the related message dates.
- 2.2.14 In the event that data to be exchanged between CUSTOMER and AT&T via CMDS should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. Should an error be detected by the EMI format edits performed by AT&T on data received from CUSTOMER, the entire pack containing the affected data will not be processed by AT&T. AT&T will notify CUSTOMER of the error. CUSTOMER will correct the error(s) and will resend the entire pack to AT&T for processing. In the event that an out-of-sequence condition occurs on subsequent packs, CUSTOMER will resend these packs to AT&T after the pack containing the error has been successfully reprocessed by AT&T.
- 2.3 Intercompany Settlements Messages
- 2.3.1 AT&T will receive the monthly NICS and CATS reports from Telcordia on behalf of CUSTOMER and will distribute copies of these reports to CUSTOMER on a monthly basis.
- 2.3.2 Through CATS AT&T will collect the revenue earned by CUSTOMER from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of CUSTOMER. AT&T will remit the revenue billed by CUSTOMER to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of CUSTOMER. These two (2) amounts will be netted together by AT&T and the resulting charge or

credit issued to CUSTOMER via a Carrier Access Billing System (CABS) miscellaneous bill on a monthly basis in arrears.

2.3.3 Through NICS AT&T will collect the revenue earned by CUSTOMER within the AT&T territory from another LEC also within the AT&T territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of CUSTOMER. AT&T will remit the revenue billed by CUSTOMER within the AT&T region to the LEC also within the AT&T Southeast Region 9-State, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to CUSTOMER via a CABS miscellaneous bill on a monthly basis in arrears.

2.3.4 AT&T and CUSTOMER agree that monthly-netted amounts of less than fifty dollars (\$50.00) will not be settled.

3. Rates

3.1 CMDS rates are as set forth in Exhibit A.

SERVICES - Alabama										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

SERVICES - Florida										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

SERVICES - Georgia										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

SERVICES - Kentucky										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

SERVICES - Louisiana										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

SERVICES - Mississippi										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

SERVICES - North Carolina											Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001										

SERVICES - South Carolina										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

SERVICES - Tennessee										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message					0.004									
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001									

Attachment 2

Billing

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BILLING

1 Payment and Billing Arrangements

- 1.1 The terms and conditions set forth in this Attachment shall apply to all Services ordered and provisioned pursuant to this Agreement.
- 1.2 Billing. AT&T will use its best efforts to format bills in CABS Billing Output Specification (CBOS) standard format. AT&T's billing format may change in accordance with applicable industry standards; provided, however, that AT&T may, in some instances, not apply CBOS standard format for certain types of billing for certain products and services. Billing in a format other than CBOS shall not be the basis of any CUSTOMER dispute or withholding of payment.
- 1.2.1 Subject to Section 4 of General Terms and Conditions AT&T will render bills each month on established bill days for each of CUSTOMER's accounts. If CUSTOMER requests multiple billing media or additional copies of the bills, AT&T will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3.
- 1.2.2 AT&T will bill CUSTOMER in advance for all Services to be provided during the ensuing billing period except charges associated with Service usage and nonrecurring charges, which will be billed in arrears.
- 1.2.3 AT&T will not perform billing and collection services for CUSTOMER as a result of the execution of this Agreement.
- 1.3 Establishing Accounts. Unless AT&T elects otherwise, AT&T will bill for Services using wholesale billing accounts established by AT&T pursuant to a separate agreement between the Parties. If AT&T elects to establish a new account under this Agreement for billing Services, or if CUSTOMER does not have an appropriate wholesale billing account established under a separate agreement with AT&T, such account shall be established under this Agreement as follows.
- 1.3.1 After submitting a credit profile and deposit, if required, and after receiving certification as a LEC from the appropriate Commission, CUSTOMER will provide the appropriate AT&T Senior Carrier Accounts Manager responsible for new CLEC activation, the necessary documentation to enable AT&T to establish accounts for the Services described in this Agreement. Such documentation shall include an application for the establishment of accounts, if applicable, proof of authority to provide Telecommunications Services, the appropriate OCN for each state as assigned by the National Exchange Carriers Association (NECA), CIC, Access Customer Name and Abbreviation (ACNA), AT&T's blanket form Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, CUSTOMER may not order Services under a new account established in accordance with this Section 1.3.1 until thirty (30) days after all information specified in this Section 1.3.1 is received from CUSTOMER.

- 1.3.2 ACNAs. CUSTOMER shall provide AT&T with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by CUSTOMER to order services pursuant to this Agreement and will not be shared by CUSTOMER with another entity.
- 1.3.3 Company Identifiers. If CUSTOMER needs to change, add to, eliminate or convert its OCN(s), ACNAs, and other identifying codes (collectively "Company Identifiers") under which it operates when CUSTOMER has already been conducting business utilizing those Company Identifiers, CUSTOMER shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of CUSTOMER's End User records and any other changes to AT&T systems or CUSTOMER records, and will be handled in a separately negotiated agreement or as otherwise required by AT&T.
- 1.3.4 Tax Exemption. It is the responsibility of CUSTOMER to provide AT&T with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual CUSTOMER entity purchasing Services under this Agreement. Upon AT&T's receipt of a properly completed tax exemption certificate, subsequent billings to CUSTOMER will not include those taxes or fees from which CUSTOMER is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and CUSTOMER shall pay all applicable taxes and fees. In the event that CUSTOMER believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T's receipt of a properly completed exemption certificate, AT&T shall assign to CUSTOMER its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from CUSTOMER and at CUSTOMER's sole expense, pursue such refund claim on behalf of CUSTOMER, provided that CUSTOMER promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim, and provided further that AT&T shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to CUSTOMER or to deduct any such outstanding costs and expenses from any amounts owed by AT&T to CUSTOMER if no refund is obtained. CUSTOMER shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the Services provided by CUSTOMER to its End Users.
- 1.4 Deposit Policy. Prior to the inauguration of Service or, thereafter, upon AT&T's request, CUSTOMER shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding CUSTOMER's credit and financial condition. Based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding CUSTOMER's credit and financial condition, AT&T reserves the right to require CUSTOMER to provide AT&T with a suitable form of security deposit for CUSTOMER's account(s). If, in AT&T's sole discretion, circumstances so warrant and/or CUSTOMER's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CUSTOMER's "accounts receivables and proceeds".

- 1.4.1 Security deposit shall take the form of cash, an irrevocable letter of credit (AT&T form), surety bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by CUSTOMER and accepted by AT&T. Any such security deposit shall in no way release CUSTOMER from its obligation to make complete and timely payments of its bill(s). If AT&T requires CUSTOMER to provide a security deposit, CUSTOMER shall provide such security deposit prior to the inauguration of Service or within fifteen (15) days of AT&T's request, as applicable. Security deposit request notices will be sent to CUSTOMER via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall, accrue and be applied or refunded in accordance with the terms in AT&T's GSST.
- 1.4.2 Security deposits collected under this Section 1.4 shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CUSTOMER has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CUSTOMER or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CUSTOMER and AT&T shall agree on a level of estimated billings based on all relevant information.
- 1.4.3 In the event CUSTOMER fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CUSTOMER may be Discontinued and this agreement Terminated in accordance with the terms of Section 1.6 below. Upon Termination, AT&T shall apply any security deposit to CUSTOMER's final bill for its account(s). If no bill is rendered to CUSTOMER, AT&T shall, nevertheless, apply any security deposit to CUSTOMER's outstanding balance.
- 1.4.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by CUSTOMER as security under this Agreement, CUSTOMER shall renew such letter of credit or provide AT&T with evidence that CUSTOMER has obtained a suitable replacement for the letter of credit. If CUSTOMER fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for CUSTOMER account(s). If CUSTOMER provides a security deposit or additional security deposit in the form of a surety bond as required herein, CUSTOMER shall renew the surety bond or provide AT&T with evidence that CUSTOMER has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If CUSTOMER fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for CUSTOMER's account(s). If the credit rating of any bonding company that has provided CUSTOMER with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to CUSTOMER that CUSTOMER must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If CUSTOMER fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for CUSTOMER's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized, in its sole discretion, to draw down the full

amount of any letter of credit or take action on any surety bond provided by CUSTOMER as security hereunder if CUSTOMER defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein and apply the cash proceeds to any outstanding balance on CUSTOMER's accounts and utilize any remaining cash proceeds as security for CUSTOMER's account(s).

- 1.5 Payment Responsibility. Payment of all charges will be the responsibility of CUSTOMER. CUSTOMER shall pay invoices utilizing wire transfer services or automatic clearing house services. CUSTOMER shall make payment to AT&T for all services billed including disputed amounts. AT&T will not become involved in billing disputes that may arise between CUSTOMER and CUSTOMER's End User.
- 1.5.1 Payment Due. Payment for Services provided by AT&T, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to CUSTOMER's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. If AT&T does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.
- 1.5.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.5.1.2, below, shall apply.
- 1.5.1.2 Late Payment. If any portion of the payment is not received by AT&T on or before the payment due date as set forth preceding, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of AT&T's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the AT&T intrastate Access Services Tariff or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, CUSTOMER may be charged a fee for all returned checks at the rate set forth in Section A2 of AT&T's GSST or pursuant to the applicable state law.
- 1.6 Discontinuing Service to CUSTOMER. The procedures for discontinuing Service to CUSTOMER are as follows:
- 1.6.1 Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
- 1.6.1.1 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party.

- 1.6.1.2 Terminate/Termination is the cancellation of this Agreement by the billing Party to the billed Party.
- 1.6.2 If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to CUSTOMER that all past due charges for CABS billed Services, and all other amounts that become past due for such Services before Discontinuance, must be paid within thirty (30) days from the date of the notice to avoid Discontinuance of Services.
- 1.6.3 AT&T may take the action to Discontinue the provision of Service upon thirty (30) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) CUSTOMER has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:
- (1) AT&T has sent the subject bill(s) to CUSTOMER within (7) business days of the bill date(s), verifiable by records maintained by AT&T:
 - i. in paper or CDROM form via the United States Postal Service (USPS), or
 - ii. in magnetic tape form via overnight delivery, or
 - iii. via electronic transmission; or
 - (2) AT&T has sent the subject bill(s) to CUSTOMER, using one of the media described in (1) above, more than thirty (30) days before notice to discontinue service has been rendered.
- 1.6.4 In the case of Discontinuance of Services, all billed charges, interest and late payment charges, shall become due.
- 1.6.5 Termination. If within seven (7) days after CUSTOMER's Service has been Discontinued and CUSTOMER has failed to pay all past due charges as described above, then this Agreement will be Terminated without further notice to CUSTOMER.
- 1.7 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters and Discontinuance of Services for nonpayment of charges, shall be forwarded to the individual and/or address provided by CUSTOMER in establishment of its billing account(s) with AT&T, or to the individual and/or address subsequently provided by CUSTOMER as the contact for billing. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from CUSTOMER to AT&T's billing organization, the notice of Discontinuance of Services purchased by CUSTOMER under this Agreement provided for in Section 1.6.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of General Terms and Conditions.
- 2. Billing Disputes**
- 2.1 CUSTOMER shall electronically submit all billing disputes to AT&T using the form specified by AT&T. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of AT&T's denial, or partial denial,

of the billing dispute, if CUSTOMER is not satisfied with AT&T's resolution of the billing dispute or if no response to the billing dispute has been received by CUSTOMER by such sixtieth (60th) day, CUSTOMER must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on the AT&T Wholesale – Southeast Region Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute, shall pursue dispute resolution in accordance with General Terms and Conditions.

2.2

For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by AT&T within twelve (12) months of the submission of such dispute. CUSTOMER agrees to not submit billing disputes for amounts billed more than twelve (12) months prior to submission of a billing dispute filed for amounts billed. The billing dispute must be clearly explained by CUSTOMER and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within AT&T's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by AT&T. Claims by CUSTOMER for damages of any kind will not be considered a billing dispute for purposes of this Section. If AT&T resolves the billing dispute, in whole or in part, in favor of CUSTOMER, any credits and interest due to CUSTOMER as a result thereof shall be applied to CUSTOMER's account by AT&T upon resolution of the billing dispute.