



Contract Service Arrangement Agreement

Case Number FL10-3152-03

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc. d/b/a AT&T Florida, ("Company") and City of Fort Lauderdale ("Customer" or "Subscriber"). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the Service is completed and shall expire at the end of the initial thirty-six (36) month service period or any one-year term extension. This Agreement provides for a thirty-six (36) month Service Period.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber. Services listed are only services Customer is subscribing to and Company will not add services without prior written consent.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay the reasonable costs of work performed in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.



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7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the Service Period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, including without limitation the Minimum Monthly Revenue Commitment Section, termination charges are defined as fifty percent (50%) of the remaining months in the Service Period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.
- (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.
8. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc. d/b/a AT&T Florida
Assistant Vice President
701 Northpoint Parkway, #400
West Palm Beach, FL 33407-

Subscriber

City of Fort Lauderdale
ATTN: Information Technology Services Director
100 North Andrews Av
Fort Lauderdale, FL 33301-

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be



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considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth General Subscriber Services Tariff", "BellSouth tariffs", "BellSouth's lawfully filed tariffs", or any other reference to BellSouth's tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at <http://cpr.bellsouth.com/>, all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.
14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at <http://cpr.bellsouth.com/>, as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company respectively to this Agreement.



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Offer Expiration: This offer shall expire on: 3/31/2011.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) (minimum number of B-Channels per PRI required) with Extended Local Calling Plan, BellSouth® Primary Rate ISDN - Inward Data option, Business Lines and Trunks as part of Basic Local Exchange Service, Direct-Inward-Dialing (DID) Service, intraLATA Frame Relay Service and Broadband Line-Fast Packet Option (FPO) Service, MegaLink® Service, ISDN - Business Service (IBS), SynchroNet® Service and BellSouth® Centrex service for multiple systems.

This Agreement provides for a thirty-six (36) month Service Period.

Minimum Monthly Revenue Commitment (MMRC)

As a Minimum Monthly Revenue Commitment, Customer will commit to a seventy percent (70%) retention of its monthly billing for services covered under this Agreement. This commitment will replace the standard commitment of retaining a fixed number of connections during the contract period. Customer currently spends \$35,000 per month on regulated services under this CSA. For the first twelve-months of the Service Period Customer must maintain a monthly billing of \$24,500, calculated as: \$35,000 X 70%. A new monthly billing minimum will be calculated at the beginning of each subsequent twelve-month period, including each twelve-month extension period, if any, beyond the Service Period, based on the same 70% formula, using the average cost of the preceding three months of services.

	Year 1	Year 2	Year 3	Year 4
MMRC	\$35,000 x 70% = \$24,500	Average cost of the preceding three months of services times 70%	Average cost of the preceding three months of services times 70%	Average cost of the preceding three months of services times 70%

Commitment Shortfall

In the event Customer does not meet its Minimum Monthly Revenue Commitment for three consecutive "monthly" billing periods, Company will bill and Customer will pay a Commitment Shortfall, calculated as: the difference between the Minimum Monthly Revenue Commitment and the actual amount paid for those three monthly billing periods.



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Agreement Term Extension

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Additional Services

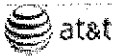
In the event that an additional service not included in this agreement is ordered by Subscriber, Company agrees to negotiate a discount for the new service and add the service to this agreement as long as service is discount eligible and, provided that such additional service is subject to the terms of the BellSouth General Services Subscriber Tariff.

Technology Migration

In the event Subscriber upgrades existing Services covered under this Agreement with eligible services, service packages, or technologies offered by Company, Company may agree to negotiate the Minimum Monthly Revenue Commitment commensurately.

Business Downturn & Divestiture

In the event of a divestiture of a significant part of Subscriber's business or a business downturn beyond Subscriber's control that jeopardizes Subscriber's ability to perform the terms and conditions stated herein, then Company and Subscriber both agree to make a good faith attempt to renegotiate any unfavorable term or condition. No change, amendment or modification to this agreement may be made without the mutual prior and written consent of both parties and shall be consistent with the provisions of all applicable tariffs.



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IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

City of Fort Lauderdale

By:

John P. "Jack" Seiler
John P. "Jack" Seiler, Mayor

By:

Allyson C. Love
Allyson C. Love
Acting City Manager

Approved as to form:

Raymond
Senior Assistant City Attorney

WITNESSES:

BellSouth Telecommunications, Inc.
d/b/a AT&T Florida.

By:

Cassandra L. Neal
Print Name: Cassandra L. Neal
Customer Contracts Specialist

Signature
Print Name:

Signature
Print Name:

(CORPORATE SEAL)

ATTEST:

JL Blalock
Asst. Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, as President, and _____, as Secretary, for BellSouth Telecommunications, Inc. a Georgia corporation authorized to transact business in Florida as AT&T Florida.

(Signature of Notary Public - State of _____)

(SEAL)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

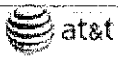


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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN, Access Line, -Each (Provisioning only)	\$.00	\$.00	1LD1E
2	BellSouth® Primary Rate ISDN, Interface, -Each Inward Data Option (Provisioning Only)	\$.00	\$.00	PR71E
3	BellSouth® Primary Rate ISDN, Interface, -Each - Voice/Data (Standard) (Provisioning Only)	\$.00	\$.00	PR71V
4	BellSouth® Primary Rate ISDN, B-Channels, -Each Inward Data Option	\$.00	\$.00	PR7BD
5	BellSouth® Primary Rate ISDN, B-Channel, -Each - Voice/Data (Standard) (Provisioning only)	\$.00	\$.00	PR7BV
6	BellSouth® Primary Rate ISDN, D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX



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7	BellSouth® Primary Rate ISDN, Telephone Numbers for Flat Rate Voice/Data, -Per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TF
8	BellSouth® Primary Rate ISDN, Telephone Numbers for Flat Rate Inward Data Option, per telephone number requested inward only within standard allowance	\$.00	\$0.20	PR7TF
9	BellSouth® Primary Rate ISDN Calling Name Delivery Feature, Per Primary Rate Int	\$.00	\$58.65	PR7CN
10	Flat Rate Primary Rate ISDN (1-1LD1E,1-PR71V,23-PR7BV)	\$.00	\$500.00	WDDKR
11	Flat Rate Primary Rate ISDN (1-1LD1E,1-PR71E ,23-PR7BD)	\$.00	\$500.00	



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RATES AND CHARGES

12	Optional Calling Plan, Extended Local Calling Plan, 1,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.045 per minute of use (Minimum 10 B- Channels per PRI required.)	\$.00	\$10.00	OCWFA
13	Optional Calling Plan, Extended Local Calling Plan, 10,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.045 per minute of use (Minimum of 17 B- Channels per PRI required.)	\$.00	\$40.00	OCWFD
14	Optional Calling Plan, Extended Local Calling Plan, 15,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.039 per minute of use (Minimum of 17 B- Channels per PRI required.)	\$.00	\$50.00	OCWFE
15	Optional Calling Plan, Extended Local Calling Plan, 45,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.039 per minute of use (Minimum of 17 B- Channels per PRI required.)	\$.00	\$150.00	OCWFG



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RATES AND CHARGES

16	Flat Rate Service, PBX Trunks, Business, Combination, Rate Groups 12 -Per Trunk	\$.00	\$39.58	TFC
17	Flat Rate Service, PBX Trunks, Business, DID (Direct In-Dial), Rate Groups 12 -Per Trunk	\$.00	\$39.58	TDD1X
18	Direct-In-Dialing (DID) Service, DID Trunk Termination -each Inward Only Trunk	\$.00	\$20.80	NDT
19	Direct-In-Dialing (DID) Service, Establish trunk group and provide for first group of 20 DID numbers	\$.00	\$4.00	NDZ
20	Channels Voice Grade Bridge Four-Wire (Type 2435)	\$.00	\$22.81	BQ9
21	Local Channels, Voice Grade, Per point of termination, Voice, Type 2231, First	\$.00	\$82.72	P2JHX



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22	Local Channels, Voice Grade, Per point of termination, Voice, Type 2231, Additional	\$.00	\$82.72	P2JHX
23	Local Channels, Voice Grade, Per point of termination, Data, Type 2463, First	\$.00	\$124.16	P2JMX
24	Local Channels, Voice Grade, Per point of termination, Data, Type 2463, Additional	\$.00	\$124.16	P2JMX
25	Local Channels, Voice Grade, Per point of termination, Data, Type 2464, First	\$.00	\$124.16	P2JNX
26	Local Channels, Voice Grade, Per point of termination, Data, Type 2464, Additional	\$.00	\$124.16	P2JNX
27	Local Channels, Voice Grade, Per point of termination, Voice, Type 2230	\$.00	\$103.40	P2JUX
28	Non-Wire Center Connected Channels, Interoffice Channels, Voice Grade Service - Series 2000, Fixed, 1-8 Miles	\$.00	\$120.60	3LBBS

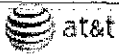


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29	Non-Wire Center Connected Channels, Interoffice Channels, Voice Grade Service - Series 2000, Charge per mile, 1-8 Miles	\$.00	\$6.70	3LBBS
30	Signaling Arrangements, Per local channel, Type C (900 or more ohms)	\$.00	\$1.51	SAY
31	Signaling Arrangements, Per local channel, Ringdown-Automatic, each	\$.00	\$23.05	SL5
32	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 56 Kbps, each	\$.00	\$55.20	FRH56
33	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 128 Kbps, each	\$.00	\$83.20	FRH12



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34	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 256 Kbps, each	\$.00	\$165.60	FRH25
35	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 1.536 Mbps, each	\$.00	\$295.20	FRH15
36	Broadband Line-FPO, 56 Kbps, each	\$.00	\$48.80	FP156
37	Broadband Line-FPO, 1.536 Mbps, each	\$.00	\$116.80	FP115
38	Initial Standard DLCI, One per Customer Connection (provisioning only)	\$.00	\$.00	XAFD1
39	Frame Relay Service Feature Charge, Data Link Connection Identifier (DLCI), Additional; per Customer Connection	\$.00	\$1.60	FRVDX

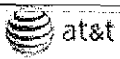


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40	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 0 Kbps	\$.00	\$.00	FRVRO
41	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 1 thru 32 Kbps	\$.00	\$ 6.40	FRVR3
42	MegaLink® service, Digital Local Channel, first 1/2 mile	\$.00	\$ 76.04	1LDPZ
43	MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$.00	\$ 34.40	1LDPA
44	Clear channel capability, extended superframe format, at initial installation	\$.00	\$.00	CCOEF
45	MegaLink® Service Establishment Charge, per entire MegaLink®	\$.00	\$.00	MGLSE
46	MegaLink® service, premises visit, per visit	\$.00	\$.00	MGLPV



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47	SynchroNet® Service Digital Local Channel, per channel, 19.2 Kbps, first	\$.00	\$37.60	1RSD3
48	Node Channel Termination, per local channel, 19.2 Kbps, first	\$.00	\$7.20	2UN19
49	Interoffice Channel, each channel, 0-8 miles, fixed rates, 2.4, 4.8, 9.6 and 19.2 Kbps	\$.00	\$14.40	3LBAA
50	Interoffice Channel, each channel, 0-8 miles, each mile or fraction thereof, 56 and 64 Kbps	\$.00	\$1.20	3LBBA
51	IntraLATA Private Line Sub-Voice Grade Local Channel	\$.00	\$40.14	P1JAX
52	IntraLATA Private Line Voice Grade Local Channel	\$.00	\$124.16	P2JWX
53	IntraLATA Private Line-Voice Grade- Intraexchange	\$.00	\$.00	PYCWL

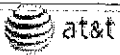


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RATES AND CHARGES

54	BellSouth® Centrex service, Payment Plan 3, Standard common equipment, each	\$.00	\$36.00	M1ACS
55	BellSouth® Centrex service, Payment Plan 3, Common equipment customized by the Company at the subscriber's request, each	\$.00	\$36.00	M1ACC
56	BellSouth® Centrex service, Standard Features, per station line, each	\$.00	\$3.16	CENAA
57	BellSouth® Centrex service, Payment Plan 3, Station Links, Flat Rate, each	\$.00	\$12.84	M4LFA
58	BellSouth® Centrex service, Payment Plan 3, Station Links for 800 Service Termination, Flat Rate, each	\$.00	\$12.84	M4LFB
59	BellSouth® Centrex service, Payment Plan 3, Station Links Terminated on Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFC

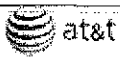


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RATES AND CHARGES

60	BellSouth® Centrex service, Payment Plan 3, Station Links Terminated on Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFD
61	BellSouth® Centrex service, Payment Plan 3, Station Links Terminated on Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFE
62	BellSouth® Centrex service, Payment Plan 3, Station Links Terminated on Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFF
63	BellSouth® Centrex service, Payment Plan 3, Station Links Terminated on Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFG
64	BellSouth® Centrex service, Payment Plan 3, Station Links Terminated on Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFT



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65	BellSouth® Centrex service, Payment Plan 3, Station Links Terminated on Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFU
66	BellSouth® Centrex service, Payment Plan 3, Station Links Terminated on Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFV
67	BellSouth® Centrex service, Payment Plan 3, Station Links Terminated on Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LF3
68	BellSouth® Centrex service, Payment Plan 3, Station Links Equipped with Caller ID, Flat Rate, each	\$.00	\$12.84	M4LFH
69	BellSouth® Centrex service, Payment Plan 3, Station Links Equipped with Caller ID and Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFW



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70	BellSouth® Centrex service, Payment Plan 3, Station Links Equipped for Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFJ
71	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$.00	\$12.84	M4LFM
72	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFO
73	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFP
74	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFQ



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75	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFR
76	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LFS
77	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LF4
78	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LF5

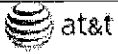


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79	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LF6
80	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$.00	\$12.84	M4LF7
81	BellSouth® Centrex service, Payment Plan 3, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$.00	\$12.84	M4LFZ
82	BellSouth® Centrex service, Payment Plan 3, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$.00	\$.00	M4LF9



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83	BellSouth® Centrex service, Payment Plan 3, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$.00	\$.00	M4LF2
84	BellSouth® Centrex service, Payment Plan 3, Bridged Links, located on different premises from station link on non-continuous property, each	\$.00	\$12.84	M1FNX
85	BellSouth® Centrex service, Payment Plan 3, Bridged Links, located on different premises from station link on same continuous property, each	\$.00	\$12.84	M1FCX
86	BellSouth® Centrex service, Payment Plan 3, Extended Bridged Links, extended to different premises, different serving wire center, each	\$.00	\$12.84	M1FEX



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87	BellSouth® Centrex ISDN service, Payment Plan 3, ISDN Basic Rate Digital Subscriber Line (DSL) Access Capability Charges, Basic Rate DSL Access Arrangement, Two- wire interface, Per DSL, low volume- 5ESS/DMS	\$.00	\$29.60	LTU1X
88	BellSouth® Centrex ISDN service, Payment Plan 3, ISDN Basic Rate Digital Subscriber Line DSL) Access Capability Charges, B Channels Activated (Maximum of 2), Alternate Voice and Data - For use with Flat Rate BellSouth® Centrex ISDN Service, Circuit Switched Voice/Data (5ESS/DMS)	\$.00	\$5.40	LTQ8X
89	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	\$.00	\$13.81	M9QCX
90	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate	\$.00	\$13.81	M9Q1X



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RATES AND CHARGES

91	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate	\$.00	\$13.81	M9QOX
92	Hunting, each	\$.00	\$8.00	HTG
93	Flat Rate Service, Business Service, Multi-line Exchange Access Line, All Rate Groups -Per line (The Multi-line Exchange Access Line rate applies per line to subscribers with more than one exchange access line.)	\$.00	\$35.20	MFB
94	Flat Rate Service, Business Service-Caller ID compatible, Multi-line Exchange Access Line, All Rate Groups -Per line (The Multi-line Exchange Access Line rate applies per line to subscribers with more than one exchange access line.) (Caller ID feature must be ordered separately.)	\$.00	\$35.20	MFBCL
95	BellSouth® TouchStar® service, Business, Caller ID-Basic -Per line	\$.00	\$8.80	NSD



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96	BellSouth® TouchStar® service, Business, Caller ID - Deluxe (with ACR) -Per line	\$.00	\$10.00	NXMCR
97	BellSouth® TouchStar® service, Business, Caller ID - Deluxe (without ACR) -Per line for Multi-Line Hunt Group arrangements	\$.00	\$10.00	NXMMN
98	Custom Calling Services, Business/Business PBX, Non-Packages, Three-way Calling -Per central office per line/trunk equipped	\$.00	\$6.75	ESC
99	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Busy Line -Per central office per line/trunk equipped	\$.00	\$4.25	GCE

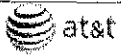


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RATES AND CHARGES

100	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Don't Answer -Per central office per line/trunk equipped	\$.00	\$4.25	GCJ
101	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Don't Answer - Ring Control -Per central office per line/trunk equipped	\$.00	\$4.25	GCJRC
102	MemoryCall Answering Personal Extension Mailbox	\$.00	\$9.30	MPMXX
103	MemoryCall Answering Include 90 Min Use-Each Mailbox	\$.00	\$6.75	SMBBX
104	MemoryCall Transfer Mailbox	\$.00	\$2.50	TRMBX
105	MemoryCall Deluxe Econo VMS 90Min/Addl Min \$.06	\$.00	\$8.50	VMCXX
106	MemoryCall Del VMS-Agreement Gov/Ed 120Min/Addl Min \$.04	\$.00	\$6.00	VMN5D



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107	MemoryCall Del VMS- Agreement Gov/Ed 90Min/Addl Min \$.04	\$.00	\$3.00	VMNEH
108	ISDN B Channel Threshold Voice/Data	\$.00	\$11.25	LQGFY
109	ISDN Threshold Pricing, Basic Rate DSL Access Arrangement	\$.00	\$46.75	LQTTB



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RATES AND CHARGES

NOTES:

- 1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement with the exception that volume discounts as outlined in the tariff do not apply. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Apply five End User Common Line Charges for each Primary Rate Interface.
3. All rules and regulations of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff.
4. If Customer terminates the Centrex Common Equipment (USOC MIACC), for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date, but before the scheduled completion of the Service Period, then Customer shall become liable for 100% of the Termination Charges. Termination Charges are defined as the Centrex service Common Equipment monthly rate as set forth in this agreement, multiplied by the number of months remaining in the Minimum Service Period at the point of termination plus any nonrecurring charges that were not applied upon installation as set forth in this agreement.
5. Unless otherwise specified in this Agreement, Service Connection Charges as specified in Section A4 of the GSST will apply.
6. All applicable rates and regulations for this service as set forth in the Private Line Services Tariff and the General Subscriber Service Tariff are in addition to the rates and regulations contained in this CSA.
7. These rates and charges include the rate elements that have been specifically discounted. Other rate elements that are used in the provision of the service may not have been listed but can be found in the appropriate BellSouth tariff.
8. All rules and regulations for SynchroNet® Service from Section B7 of the Private Line Services Tariff (PLST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
9. Payment Plan designation for Centrex service is for provisioning purposes only.
10. The appropriate tariff notes associated with each rate element apply as specified in the GSST.
11. The following nonrecurring installation charges apply only to services installed pursuant to this Agreement after the effective date of this Agreement and terminated within six months following installation.

Table with 4 columns: USOC, Description, Nonrecurring Charge, and a fourth column with values like 'each'. Rows include 1LD1E (Access Line), PR71V (Interface), and PR71E (Interface).



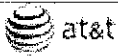
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PR7BV	B-Channel	\$5.00	each
PR7BD	B-Channel	\$5.00	each
-	Line Connection Charge, First Line	\$63.50	each
-	Line Connection Charge, Additional Lines	\$12.05	each
BQ9	Data Bridging	\$44.88	each
NDT	DID trunk termination, Inward only trunk	\$90.00	each
NDZ	Establish trunk group and provide for first group of 20 DID numbers	\$915.00	each
3LBBS	Interoffice Channels, Voice Grade Service, Fixed	\$117.48	each
3LBBS	Interoffice Channels, Voice Grade Service, Charge per mile	\$117.48	each
P2JHX	Local Channels, Voice Grade, First	\$448.80	each
P2JHX	Local Channels, Voice Grade, Additional	\$145.20	each
P2JMX	Local Channels, Voice Grade, First	\$534.60	each
P2JMX	Local Channels, Voice Grade, Additional	\$198.00	each
P2JNX	Local Channels, Voice Grade, First	\$534.60	each
P2JNX	Local Channels, Voice Grade, Additional	\$198.00	each
P2JUX	Local Channels, Voice Grade	\$448.80	each
SAY	Signaling Arrangements, Per local channel	\$14.52	each
SL5	Signaling Arrangements, Per local channel	\$21.12	each
FP115	Broadband Line at 1.536 Mbps	\$465.00	each
FP156	Broadband Line at 56 Kbps	\$450.00	each
FRH12	Customer Connection at 128 Kbps	\$460.00	each
FRH15	Customer Connection at 1.536 Mbps	\$525.00	each
FRH25	Customer Connection at 256 Kbps	\$460.00	each
FRH56	Customer Connection at 56 Kbps	\$400.00	each
FRVDX	Each Additional Standard DLCI	\$25.00	each
MGLSE	MegaLink® Service Establishment Charge	\$575.00	each
1LDPZ	MegaLink® service, Digital Local Channel, first 1/2 mile	\$350.00	each
MGLPV	MegaLink® service, premises visit, per visit	\$ 40.00	each
1RSD3	Synchronet service, Digital Local Channel	\$260.00	each
2UN19	Synchronet service, Node Channel termination	\$25.00	each
3LBAA	Synchronet service, Fixed Charge – 0-8 Miles	\$95.00	each
MIACC	Customized Common Equipment	\$750.00	each
CENAA	BellSouth® Centrex features	\$19.50	each
LTQ8X	B Channel Circuit Switched Voice/Data	\$10.00	each
LTU1X	ISDN Access	\$130.00	each
LQTTB	ISDN Threshold Pricing, Basic Rate DSL Access Arrngmt	\$130.00	each

Furthermore, upon Subscriber's request to disconnect all Service purchased under this Agreement prior to the expiration of this Agreement, Subscriber will be charged a one-time Contract Preparation Charge in the amount of \$326.00.

12. Extended Local Calling Plan is an optional service designed to provide intraLATA long distance/toll calling for business customers via a monthly rate for a fixed number of long distance/toll minutes for all calls that are dialed to exchanges within the LATA, but outside the Local Calling Area (LCA) as defined in Section A3 of the General Subscriber Services Tariff.



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a. The Extended Local Calling Plan accumulates intraLATA minutes within the same state Revenue Accounting Office (RAO) from single earning numbers/locations/account numbers (non-aggregated) and/or multiple earning numbers/locations/account numbers (aggregated).

b. A customer may have both non-aggregated and Aggregated Extended Local Calling Plan on the same agreement.

c. Extended Local Calling Plan is available only in conjunction with the following flat rate services:

- 1) BellSouth Primary Rate ISDN w/Flat Rate B-Channels
- 2) Flat Rate Single Line Business
- 3) Flat Rate Multiline Business

Rates for these services include local usage in the Local Calling Area and are in addition to those for Extended Local Calling Plan.

d. Extended Local Calling Plan customers may aggregate usage of like services from different earning numbers/locations/account numbers within the same state Revenue Accounting Office (RAO). Extended Local Calling Plan customers may not aggregate usage of unlike services. For example, customer may aggregate usage for flat rate simple business lines and flat rate complex business lines, but may not aggregate usage for flat rate business lines and Primary Rate ISDN).

e. The Extended Local Calling Plan is furnished subject to the availability of facilities.

f. Extended Local Calling Plan usage will be determined as follows:

- 1) Extended Local Calling Plan incurs a monthly flat rate for a fixed number of minutes (Minutes Per Month Plan) to exchanges within the LATA.
- 2) Minutes that exceed the Minutes Per Month Plan fixed allowance will be charged a per minute rate for each additional minute.
- 3) Extended Local Calling Plan usage will be rounded in six (6) second increments.

g. Call Detail will not be available on the Extended Local Calling Plan customer bill, and will not be available for customer review.

h. In the event that minutes of use for calls terminating in an Independent Company Exchange exceed 15% of the customer Minutes Per Month Plan allowance, Company reserves the right to terminate that customer's Extended Local Calling Plan.

13. For Extended Local Calling Plan a Termination Liability Charge is applicable if service is terminated prior to expiration of this Agreement. The applicable charge is dependent on the service period subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement.

14. The rates set forth in this Agreement are based upon Subscriber retaining and agreeing to pay Company for the minimum number of B-Channels per PRI required for the Extended Local Calling Plan. Minutes Per Month Plan(s) ordered within the same state Revenue Accounting Office throughout the term of this Agreement (detailed below with its associated Minutes Per Month Plan).

Minutes Per Month Plan	Minimum PRI	Minimum B-Channels Per PRI
1,000	1	10



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2,500	1	10
7,500	1	10
10,000	1	17
15,000	1	17
30,000	2	17
45,000	3	17
60,000	4	17
75,000	5	17
90,000	6	17

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END OF ARRANGEMENT AGREEMENT OPTION 1