

BellSouth® Long Distance

Service Agreement for Business Customers

Applies to Service Purchased prior to July 1, 2006



THANK YOU FOR SUBSCRIBING TO SERVICES PROVIDED BY BELLSOUTH LONG DISTANCE.

BY APPLYING FOR, SUBSCRIBING TO, USING, OR PAYING FOR THE BELLSOUTH LONG DISTANCE SERVICES DESCRIBED BELOW, YOU AGREE TO BE BOUND BY THE PRICES, CHARGES, TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND IN THE BELLSOUTH LONG DISTANCE PRICING AND SERVICE GUIDES. IF YOU DO NOT SO AGREE, DO NOT USE THE SERVICES AND CANCEL THE SERVICES IMMEDIATELY BY CALLING BELLSOUTH LONG DISTANCE AT THE NUMBER ON YOUR BILL OR CALL YOUR LOCAL SERVICE PROVIDER.

1. DEFINITIONS USED IN THIS AGREEMENT.

- a. "Agreement" means the terms and conditions set forth in this BellSouth Long Distance Service Agreement for Business Customers and the BellSouth Long Distance Pricing and Service Guides.
- b. "BellSouth Long Distance", "we," "our" and "us" mean BellSouth Long Distance, Inc., and any agents of BellSouth Long Distance, including any billing agents.
- c. "Service" or "Services" means the BellSouth Long Distance state-to-state telecommunications services for which you subscribe, use, or pay. To the extent permitted or required by law, and where this Agreement's provisions relating to these Services, are not in conflict with applicable tariffs filed with the state or federal agencies, this Agreement also covers our intrastate service(s), for example, this Agreement applies to BellSouth Long Distance's intrastate service in North Carolina. This Agreement also applies to our dial-around services and our international services. This Agreement does not cover any other tariffed services or any services provided by any affiliate of BellSouth Long Distance. The Services described in this Agreement are subject to billing availability and may not be available in all areas or to customers of all local service providers.
- d. "You" and "your" refer to a customer of any of the BellSouth Long Distance Services.
- e. "BellSouth Long Distance Pricing and Service Guides" means those documents which contain the specific Service descriptions, prices and charges and other terms and conditions applicable to the Services, which may be in addition to those set forth herein, and are incorporated into this Agreement by reference. You can review the BellSouth Long Distance Pricing and Service Guides on our website at www.bellsouth.com/longdistance or request a copy of the BellSouth Long Distance Pricing and Service Guides by calling BellSouth Long Distance toll free at 1-866-248-3443*.

2. CHARGES AND PAYMENT.

- a. Prices, Charges & Service Credits. You agree to pay us for the Services at the prices and charges listed in the information we have sent you with this Agreement as well as in the BellSouth Long Distance Pricing and Service Guides including, if applicable, any connection charges, usage charges, monthly fees, monthly minimums, taxes and other government imposed or permitted charges, including, but not limited to, charges related to the Universal Service fund and any applicable Presubscribed Interexchange Carrier charges. You agree to pay all taxes, surcharges, assessments, and other fees that are related to the Services and included on your invoice, unless you are exempt from these payments and can provide documentary evidence of such exemption. Taxes and surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you.

The prices and charges for particular Service may depend on various factors including the length of a call, the time of day when a call is placed, the day of week when a call is placed, and the distance called. The type of Service used to make the call, and the Service calling plan you select may also affect the price and the charge. These factors, including calling plans and Service, types can be found in the BellSouth Long Distance Pricing and Service Guides. You will also obtain rate information and dialing instructions for long distance calls that are completed with the assistance of BellSouth automated or live operator services by dialing "00". Calling card rates, if applicable, may depend on whether or not BellSouth Long Distance is your pre-selected carrier. Where functionality exists, a surcharge may be added to the per minute rate of international calls terminating to a number defined as a wireless communications device in countries where wireless calls are rated differently than wireline calls. The amount of the surcharge varies by country and applies to all calls that terminate to a wireless device. You can review a table that identifies, by country, the numbers that are defined to be wireless communication devices on our website at www.bellsouth.com/longdistance.

If you choose a billed-to-number Service option (BTN), where available, the calling plan or basic rate service you select for the main BTN account, and its applicable prices and terms, will apply to all accounts that are billed to the main BTN account, regardless of the calling plan or basic rate service originally selected for such individual accounts. If you terminate the main BTN account or the BTN is a miscellaneous account number, the terms and conditions applicable to each individual account will be those that apply to the calling plan or basic rate service

originally selected for each of the individual accounts.

You are responsible for preventing any unauthorized use of the Services, and you are solely responsible for making payment to BellSouth Long Distance for any charges resulting from such unauthorized use.

If there is an interruption or failure of Services caused solely by BellSouth Long Distance and not by you, a third party or some other causes beyond our reasonable control, you may be entitled to a Service credit. Terms and conditions for obtaining Service credits are stated in the applicable BellSouth Long Distance Pricing and Service Guide.

b. Price Changes. From time to time, we may revise the prices and charges for our Services. Such changes may be made as follows:

- Price decreases will be made with no prior notice to you.
- Price increases necessary to allow us to recover our costs associated with government programs (excluding required taxes and surcharges referred to in Section 2(a) above) will be effective no sooner than three days after the increases is posted on our website at www.bellsouth.com/longdistance.
- Promotional pricing and terms will expire in accordance with the terms applicable to each promotion, without further notice to you.
- All other price increases will be effective no sooner than fifteen days after we provide notice to you by either (i) posting the increases on our website at www.bellsouth.com/longdistance or (ii) by providing written notice to you in accordance with Section 10(c) below.
- In addition to providing notice of price increases on our website, we will provide recorded announcements a minimum of fifteen days prior to any price increase on a particular Service, which will be available to you by your calling the following toll free number, 24 hours a day, seven days a week: 1-866-248-3443*.
- In the event you notify us that you would like to switch from the BellSouth Long Distance Business basic rate plan to any of our calling plans, or if you decide to switch from one calling plan to another, we will provide written notice to you of your new rates either by bill message, bill insert or some other form of written notice. If you change from a calling plan to the basic rate plan, written confirmation may not be provided to you.
- Unless required by law we will not provide advance notice of changes to taxes and surcharges applicable to the Services.

Current prices and charges for the following Service call types are also available at your request from our operators by dialing "00" when you make the call, or when you receive the collect call or when you are asked to assume responsibility for payment of a call billed to a third party: operator-assisted calls, calling card calls, collect calls, person-to-person calls, calls made with a commercial credit card or a local phone company calling card and calls billed to a third party.

c. Payments. You must pay your Service bills on time, either on or prior to the due date specified on your bill and they must be paid in U.S. currency. When payment is made by credit card, payment will also be subject to the terms and conditions established by the credit card issuer. We reserve the right to collect from you the full amount due if you pay late or if you pay only a portion of the bill. Writing the words "Full Payment", "Paid in Full" or any similar phrase on any documentation that you send to us will not alter this right nor will it relieve you from paying what is due and owed to us.

If you fail to pay us for the Services by the date due, and we bill you directly for the Services, we will charge you a late fee of 1.5%. The late fee will be applied to that period's charges as well as any outstanding charges and late payment charges that are due and remain unpaid at the time of your next bill. If the laws of the state where you receive the Services requires a different rate, we will apply that rate. If a local telephone company or other third party bills you on our behalf, that company's late payment charges and policies will apply.

If we bill you directly for the Service and your check, bank or credit union draft, electronic funds transfer, or other order for payment is dishonored and returned because there are insufficient funds, in your account or because your account has been closed, we will charge you an additional fee of \$20 unless the laws of the state where you receive the Services requires a different fee. If a local telephone company or other third party bills you for the Services on our behalf, that company's returned check charge and policy will apply. When payment is made by credit card, payment will be subject to the terms and conditions required by the credit card issuer.

d. Billing. We will determine the design and the format of the bill. We will also determine the billing period. We may change both the format and the billing period from time to time and without notice to you. Charges begin to accrue at the start of each billing period and continue through the full billing period. We may prorate or adjust your bill if the billing period covers less than or more than a full month based on the number of days in the billing cycle for the month in which the charges are

billed. For most calling plans, we charge each call a minimum of 30 seconds with billing thereafter based on 6 second increments. Other calling plans may be billed on a different basis such as rounding up to the next full minute for any fraction of minutes. For more information about how your particular plan is billed, please see the letter included with this Agreement, or if you did not receive a letter, or prefer to do so, contact us at the number on your bill, or by going to our web site at www.bellsouth.com/longdistance. When a percentage discount is applied, the resulting discount shall be rounded down to the nearest cent.

e. Credit Check and Deposits. By applying to subscribe to the Services, you give us permission to obtain your credit information from credit reporting agencies at any time during the period you maintain an account with us. If it is determined that you may be a credit risk based on (1) an unsatisfactory credit rating; (2) a lack of credit history; (3) a record of late payments for either present or past bills or (4) fraudulent, illegal or abusive use of any BellSouth Long Distance services during the previous five years; then we may require that you place a deposit with us or make an advance payment to secure payment for the Services we provide to you. If you refuse to make a deposit or advance payment, we reserve the right to refuse to provide you Service. The amount of any such deposit will be the lesser of (1) the amount permitted by law, or (2) two times your estimated average monthly Service usage plus two times any monthly recurring charges. You may be entitled to interest on your deposit, subject to the laws of the state where you receive the Services. If you fail to pay for the Services when due, we may, without providing you notice, apply the deposit to offset the amount you owe us. If you pay undisputed bills by the due date for twelve consecutive billing months, we will credit your account with the deposit. If there is a credit balance on your account after the deposit is applied, we will refund or credit that amount to you.

f. Credit Limits. Based on your payment history or your credit score obtained from credit reporting agencies, BellSouth Long Distance may set a credit limit on your account at any time. If you exceed your credit limit, we may restrict your access to the Services we provide. This restriction on your access to the Services will not affect your access to or use of 911 emergency services.

3. CALLING CARD SERVICES.

The BellSouth Corporate Calling Card, if enclosed with this Agreement, is provided to you as an alternate means of billing your BellSouth Long Distance calls. The BellSouth Corporate Calling Card may also be used to place calls using long distance carriers other than BellSouth Long Distance. Calls dialed using long distance carriers other than BellSouth Long Distance are subject to the rates, terms and conditions of such other long distance carrier(s).

The following provisions only apply when you dial 1-800-BellSouth and use your BellSouth Corporate Calling Card.

a. Rates. To obtain rate information for calls made when you dial 1-800-BellSouth and use your BellSouth Corporate Calling Card, dial 1-800-BellSouth and press 0.

b. Billing. All calls will be billed in whole minute increments. Carrier services are provided by BellSouth. To determine the carrier for a call from a given state, call 1-800-BellSouth from that state. We reserve the right to change the carrier for a given state without further notice to you. More detailed terms and conditions for the BellSouth Corporate Calling Card Service are available by dialing 1-800-BellSouth and pressing option 5.

c. Customer Responsibility. The BellSouth Corporate Calling Card is not transferable.

- You may authorize others to use the BellSouth Corporate Calling Card, but you remain responsible for all charges incurred by use of this BellSouth Corporate Calling Card.
- If you received the BellSouth Corporate Calling Card from an employer, the BellSouth Corporate Calling Card must be promptly returned to your employer in the event of change of employment.
- If your telephone number is changed or if the telephone Service to which the BellSouth Corporate Calling Card is billed is discontinued, you must notify all authorized users that the BellSouth Corporate Calling Card has been canceled and the BellSouth Corporate Calling Cards that have been distributed to you must be destroyed or returned to BellSouth Long Distance. You remain responsible for all charges incurred unless the BellSouth Corporate Calling Card is destroyed or returned by you.
- If your BellSouth Corporate Calling Card is lost or stolen, you are responsible for charges incurred by the use of the card until the time you notify the BellSouth Business Office at the number on your BellSouth Long Distance bill.

d. Unauthorized Use. Use of the BellSouth Corporate Calling Card is unauthorized after the telephone service to which the BellSouth Corporate Calling Card is billed has been discontinued or has been changed to a person other than you. Such unauthorized use may constitute a violation of law.

e. Calling Plans. Your BellSouth Corporate Calling Card is issued by BellSouth Long

Distance. Services charged to this card will not be included in and are not in any way associated with any calling plans, promotional offers or automatic discount plans of any other service provider.

f. Availability. The BellSouth Corporate Calling Card is subject to limited availability. We reserve the right to refuse to issue certain card names.

g. Usage Limit. Your BellSouth Corporate Calling Card account may be subject to a maximum monthly usage limit.

h. Fraud. If fraudulent use of your BellSouth Corporate Calling Card is suspected, we may take any action we deem appropriate including, but not limited to, suspending or terminating your card without notice.

i. Card Activation. By activating or using this card, you agree that BellSouth Telecommunications, Inc., or any other billing agent we may use, may release to BellSouth Long Distance any customer account information related to your use of the BellSouth Corporate Calling Card.

4. SUSPENDING AND CANCELING THE SERVICES.

a. Cancellation of Services by You. You may cancel all or a portion of the Services to which you subscribe by discontinuing all use of such Services and placing a disconnect order with customer service by calling the number on your bill. The BellSouth Long Distance Pricing and Service Guides specify conditions applicable to your cancellation of Service(s) including termination fees. To the extent you continue to subscribe to, use, or pay for other Services, this Agreement will continue to remain in effect for such Services, unless and until you also cancel such other Services.

b. Suspension & Cancellation of Service by BellSouth Long Distance.

(i) You may not use the Services for any illegal, abusive, or fraudulent purpose. This limitation includes, but is not limited to, using the Services in a way that (1) hinders or obstructs our ability to provide Services to you or any third party; or (2) avoids or attempts to avoid your responsibility to pay for the Services. If we believe that you or someone using the Services is abusing the Services or using them fraudulently, abusively or unlawfully, we reserve the right to immediately and without notice suspend, restrict, or cancel the Services.

(ii) If you do not pay your current or prior bills by the required due date, including late payment fees or any other charges permitted by this Agreement, BellSouth Long Distance may suspend, restrict, or cancel the Services and this Agreement, with advance notice to you.

(iii) BellSouth Long Distance reserves the right to discontinue certain Services, subject to applicable law and regulation and without notice.

c. Outstanding Charges. If Services are suspended, restricted, or cancelled, for any reason, charges will accrue through the date that the suspension, restriction or cancellation is fully processed by us. You are responsible for paying all outstanding charges for Services, including payment of any bills that remain due after the date of cancellation. Subject to Section 9, you agree to reimburse us for any reasonable costs we incur, including attorneys' fees, to collect charges you owed us.

d. Reinstatement of Service. If you ask us to reinstate your Services following cancellation, BellSouth Long Distance may, in its sole discretion, require you to pay a deposit.

5. ADDITIONAL SERVICES.

To subscribe to an additional BellSouth Long Distance Service, or to switch from your existing Service to a different Service, you either: (1) return an enrollment form provided in BellSouth Long Distance marketing materials; (2) call the BellSouth Long Distance customer service number on your BellSouth Long Distance bill; (3) call the BellSouth Long Distance customer service number provided in BellSouth Long Distance marketing materials; or (4) visit our website at www.bellsouth.com and following the enrollment instructions. The terms and conditions of this Agreement, including those in the incorporated BellSouth Long Distance Pricing and Service Guides, will apply to your new or additional Service.

6. INDEMNIFICATION.

YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE CANCELLATION OR TERMINATION OF THIS AGREEMENT.

7. LIMITATIONS OF LIABILITY.

A. OUR LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING FOR ANY PROBLEM YOU EXPERIENCE WITH THE SERVICES, WILL NOT EXCEED THE AMOUNT YOU ARE CHARGED FOR SERVICES DURING THE AFFECTED PERIOD. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, UNAVAILABILITY, OR DEFECTS IN THE TRANSMISSION OF SERVICES. IF IT IS DETERMINED WHETHER THROUGH ARBITRATION OR BY A COURT OF COMPETENT JURISDICTION THAT OUR NEGLIGENCE CAUSED INJURY TO A PERSON OR DAMAGE TO PROPERTY, WE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF THOSE DIRECT DAMAGES TO THE PERSON OR PROPERTY FOR WHICH WE ARE RESPONSIBLE.

B. WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF OUR PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT. CONSEQUENTIAL, INCIDENTAL, SPECIAL AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT BELLSOUTH LONG DISTANCE WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR WE WERE TOLD THEY WERE POSSIBLE, AND THEY APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

C. WE WILL NOT BE LIABLE FOR ANY DAMAGES IF SERVICES ARE INTERRUPTED, OR IF THERE IS A PROBLEM WITH THE INTERCONNECTION OF OUR SERVICES WITH THE SERVICES OR EQUIPMENT OF ANOTHER PARTY. WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM YOUR OR YOUR AUTHORIZED USERS' ACTS OR OMISSIONS.

D. BELLSOUTH LONG DISTANCE IS NOT LIABLE FOR ANY FAILURE OF PERFORMANCE DUE TO CAUSES BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, FIRES, METEOROLOGICAL PHENOMENA, FLOODS OR OTHER CATASTROPHIES; NATIONAL EMERGENCIES, ACTS OF TERRORISM, INSURRECTIONS, RIOTS OR WARS, STRIKES, LOCKOUTS, WORK STOPPAGES, OR OTHER LABOR DIFFICULTIES, ACTS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO LOCAL OR FOREIGN TELEPHONE COMPANIES; ANY LAW, ORDER, REGULATION OR OTHER ACTION OF ANY GOVERNMENTAL ENTITY.

E. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 7 SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE) OR OTHERWISE, AND WHETHER OR NOT DAMAGES WERE FORESEEABLE.

F. THIS SECTION 7 SURVIVES AND WILL CONTINUE TO APPLY AFTER THIS AGREEMENT ENDS.

8. WARRANTIES

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE MAKE NO WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT WE KNOW, OR HAVE REASON TO KNOW, OF ANY SUCH PURPOSE), FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND WE EXPRESSLY DISCLAIM SAME. WE ALSO MAKE NO WARRANTY THAT THE SERVICES WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR FREE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, BELLSOUTH LONG DISTANCE EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU AGREE THAT YOU WILL NOT RELY ON ANY SUCH STATEMENT.

9. DISPUTE RESOLUTION – INDEPENDENT ARBITRATION.

PLEASE READ THIS SECTION 9 CAREFULLY. THIS SECTION 9 SETS FORTH THE PROCEDURE FOR THE RESOLUTION OF DISPUTES UNDER THIS AGREEMENT THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BEFORE A JUDGE OR JURY OR THROUGH CLASS ACTION. THIS DOES NOT CHANGE CERTAIN RIGHTS YOU HAVE TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY.

EXCEPT AS PROVIDED IN THIS SECTION 9, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY), INCLUDING ANY DISPUTE BASED ON ANY SERVICE OR ADVERTISING RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §§ 1-16. IF YOU HAVE A DISPUTE THAT MEETS THE SMALL CLAIMS COURT REQUIREMENTS IN THE STATE IN WHICH YOU RECEIVE SERVICE, YOU MAY TAKE SUCH DISPUTE TO SMALL CLAIMS

COURT RATHER THAN TO ARBITRATION.

THE ARBITRATION WILL BE CONDUCTED BY ONE ARBITRATOR USING THE PROCEDURES DESCRIBED IN THIS SECTION 9. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN AN ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT. THE ARBITRATOR MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. UNLESS EITHER PARTY REQUESTS THAT THE ARBITRATION BE CONDUCTED USING THE AAA'S TELEPHONIC, ON-LINE, OR IN-PERSON PROCEDURES, FOR WHICH ADDITIONAL CHARGES MAY APPLY, THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE. ANY IN-PERSON ARBITRATION WILL BE CONDUCTED AT A LOCATION THAT THE AAA SELECTS IN THE STATE OF YOUR PRIMARY PLACE OF BUSINESS. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE KEPT CONFIDENTIAL.

THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND FEE SCHEDULE OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AAA RULES SHALL BE THOSE RULES, WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AAA. A COPY OF THE AAA'S ARBITRATION RULES ARE AVAILABLE BY WRITING TO BELLSOUTH LONG DISTANCE, INC., 400 PERIMETER CENTER TERRACE, SUITE 350, ATLANTA, GA 30346, OR FROM THE AAA AT WWW.ADR.ORG.

DISPUTES UNDER THIS AGREEMENT MAY NOT BE (A) RESOLVED ON A CLASS-WIDE BASIS, (B) JOINED WITH ANOTHER LAWSUIT, OR (C) JOINED IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON. THE ARBITRATOR MAY NOT AWARD, AND YOU AND BELLSOUTH LONG DISTANCE WAIVE ANY CLAIMS FOR AWARDS FOR, PUNITIVE DAMAGES OR ATTORNEYS' FEES OR ANY DAMAGES THAT ARE BARRED BY THIS AGREEMENT, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A RELEVANT STATUTE.

ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES.

BEFORE BELLSOUTH LONG DISTANCE TAKES A DISPUTE TO ARBITRATION, WE WILL FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING YOU IN ACCORDANCE WITH SECTION 10(c) BELOW. BEFORE YOU ELECT TO TAKE A DISPUTE TO ARBITRATION OR TO SMALL CLAIMS COURT, YOU MUST FIRST GIVE US AN OPPORTUNITY TO RESOLVE THE DISPUTE BY CONTACTING US AT THE CUSTOMER SERVICE NUMBER ON YOUR BELLSOUTH LONG DISTANCE BILL FOR THE SERVICES, OR WRITE TO US AT BELLSOUTH LONG DISTANCE, 400 PERIMETER CENTER TERRACE, SUITE 350, ATLANTA, GA 30346, ATTN: GENERAL COUNSEL. IF WE ARE NOT ABLE TO SATISFACTORILY RESOLVE THE DISPUTE WITHIN SIXTY CALENDAR DAYS FROM THE DATE OF THE INITIAL NOTIFICATION OF THE DISPUTE, EITHER PARTY MAY CONTACT THE AAA IN WRITING AT AAA SERVICE CENTER, 2200 CENTURY PARKWAY, SUITE 300, ATLANTA, GA 30345-3203, AND REQUEST ARBITRATION OF THE DISPUTE.

UPON SUBMISSION OF YOUR WRITTEN REQUEST FOR ARBITRATION TO THE AAA, YOU ARE REQUIRED TO PAY THE APPLICABLE AAA FILING FEE. THE AAA'S FILING FEE AND ADMINISTRATIVE EXPENSES FOR A DOCUMENT ARBITRATION WILL BE ALLOCATED ACCORDING TO THE RULES OF THE AAA. IF YOU OR BELLSOUTH LONG DISTANCE ELECT AN ARBITRATION PROCESS OTHER THAN A DOCUMENT ("DESK") OR TELEPHONE ARBITRATION, YOU MUST PAY YOUR ALLOCATED SHARE OF ANY HIGHER ADMINISTRATIVE FEES AND COSTS FOR THE PROCESS YOU SELECT. ADDITIONAL INFORMATION ABOUT THE AAA'S RULES AND POLICIES IS AVAILABLE AT THE AAA'S WEBSITE, WWW.ADR.ORG, INCLUDING INFORMATION REGARDING THE AVAILABILITY OF A PRO BONO ARBITRATOR AND/OR A WAIVER OR DEFERMENT OF FEES AND EXPENSES FROM THE AAA. SUBJECT TO APPLICABLE SUBSTANTIVE LAW THAT MAY PROVIDE OTHERWISE, EACH PARTY WILL PAY ITS OWN EXPENSES TO PARTICIPATE IN THE ARBITRATION, INCLUDING ATTORNEYS' FEES AND EXPENSES RELATED TO THE PRESENTATION OF EVIDENCE, WITNESSES, AND DOCUMENT PRODUCTION.

IN THE EVENT THAT THE ARBITRATION RESULTS IN AN ARBITRAL AWARD WHICH IMPOSES AN INJUNCTION ON YOU OR ON BELLSOUTH LONG DISTANCE OR CONTAINS A MONEY DAMAGES AWARD IN EXCESS OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), THE AWARD SHALL NOT BE BINDING ON YOU OR ON BELLSOUTH LONG DISTANCE PROVIDED, THAT EITHER YOU OR BELLSOUTH LONG DISTANCE PROVIDE WRITTEN NOTICE TO THE OTHER PARTY POSTMARKED WITHIN 30 DAYS FROM THE DATE OF THE AWARD, THAT EITHER YOU OR BELLSOUTH LONG DISTANCE DO NOT ACCEPT THE AWARD OF THE ARBITRATOR. SUCH WRITTEN NOTICE TO BELLSOUTH LONG DISTANCE SHOULD BE AS FOLLOWS:

ATTN: GENERAL COUNSEL

BELLSOUTH LONG DISTANCE, INC.
SUITE 350
400 PERIMETER CENTER TERRACE
ATLANTA, GEORGIA 30346

SUCH WRITTEN NOTICE TO YOU WILL BE DIRECTED TO YOUR BILLING ADDRESS.

IF ANY PROVISION OF THIS DISPUTE RESOLUTION SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE REMAINDER SHALL BE GIVEN FULL FORCE AND EFFECT.

10. MISCELLANEOUS

a. No Third-Party Rights. This Agreement does not give any third party a remedy, claim, or right of reimbursement.

b. Assignment. We reserve the right to assign all or part of our rights or duties under this Agreement without notifying you. If we make such assignment, we will have no further obligations to you. You may not assign this Agreement or the Services to which you subscribe without our prior written consent and any attempt by you to make such assignment is void.

c. Notices. You must provide notices to BellSouth Long Distance as specified in this Agreement. When notice by telephone is allowed under this Agreement, such notice from you to BellSouth Long Distance will be effective on the date we received your call, as shown in our records. At our option, BellSouth Long Distance's notice to you under this Agreement will be provided by one or more of the following methods: posting on our website at www.bellsouth.com/longdistance; recorded announcement available by calling 1-866-248-3443*; bill message; bill insert; newspaper; magazine or other periodical advertisement; postcard or letter; call to your billed telephone number; or e-mail to an e-mail address provided by you.

d. Separability. If any part of this Agreement is found invalid, illegal, or unenforceable in any respect, the remainder of the Agreement will continue as valid and enforceable and the entire Agreement will be interpreted as if it did not contain the particular invalid or unenforceable provision.

e. Governing Law. This Agreement will be governed by the law of the State of Georgia, without regard to its choice of law rules, except that the arbitration provisions in Section 9 will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services. If, for any reason, Section 9 is not effective, you consent to the jurisdiction and venue in the courts in Fulton County, Georgia.

f. Entire Agreement. This Agreement, which incorporates by reference the BellSouth Long Distance Pricing and Service Guides, sets forth the entire agreement between us and takes the place of all previous agreements, understandings, statements, proposals, and representations between us, whether written or oral. This Agreement can be amended solely as provided in Section 11 below. No written or oral statement, advertisement, or Service description not expressly contained in the Agreement will be allowed to contradict, conflict, vary, explain, or supplement the Agreement.

11. CHANGES TO THIS AGREEMENT.

From time to time, we may change this Agreement, including the terms of the BellSouth Long Distance Pricing and

Service Guides, which are a part of this Agreement. If we make any changes to the prices or charges, we will comply with our notice commitments described in Section 2(b) and 10(c) of this Agreement. We will notify you of

all other changes in accordance with Section 10(c) above, and such changes will be effective no sooner than fifteen days after we post them at www.bellsouth.com/longdistance. You may also request a copy of the revised Agreement, including revised BellSouth Long Distance Pricing and Service Guides applicable to the Services in which you are enrolled, by calling BellSouth Long Distance toll free at 1-866-248-3443*.

BY CONTINUING TO SUBSCRIBE TO, USE, OR PAY FOR THE SERVICES AFTER WE MAKE ANY CHANGES IN THE PRICES, CHARGES, TERMS OR CONDITIONS, YOU AGREE TO THE CHANGES.

Spanish/Español:

You may request a Spanish language version of the BellSouth Service Agreement for Business Customers by calling BellSouth Long Distance Toll-Free at 1-866-248-3443.

Usted puede solicitar una versión en Español del contrato de servicio de BellSouth Long Distance para clientes comerciales llamando de gratis al 1-866-248-3443.

*TTY 1-866-248-3447 for customers with hearing/speech disabilities

FORM 591123 BUS(02-04)