

BELLSOUTH SERVICE AGREEMENT

This agreement ("Agreement") is entered into between **[INSERT CUSTOMER NAME]** ("Customer") and BellSouth Telecommunications, Inc. ("BellSouth"). For good and valuable consideration, including the mutual promises contained herein, Customer orders from BellSouth the services identified below and/or in Attachment A to this Agreement ("Service"). Customer and BellSouth agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in **[IDENTIFY MASTER CONTRACT WITH SPECIFICITY]** ("Master Contract"), including all tariff provisions ("Tariff") which may be set forth and/or incorporated by reference into such Master Contract.

1. Service Ordered by Customer:

IDENTIFY REQUESTED SERVICE HEREIN AND/OR IN ATTACHMENT A

2. The selected Service period is July 1, 2005 through June 30, 2008 with an option for two (2) twelve (12) month renewals. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation as set forth in the Master Contract. Guaranteed installation intervals are defined in the Master Contract

Requested Service Installation Date(s): _____

3. BellSouth will use commercially reasonable efforts to install Service on or before the requested Service installation date(s), but makes no warranty, either expressed or implied, that Service will be installed on or before the requested Service Installation date(s).

4. If this Agreement is cancelled prior to Service Installation, cancellation charges will apply as set forth in the Master Contract and/or Tariff.

5. Subject to Sections 6 and 7 below, continuation of the Agreement is contingent upon receiving continued funding. Should the Customer lose such funding, it will be allowed to terminate the Agreement and pay any charges for services provided up to the time of termination.

6. This Agreement will not become effective until the Customer receives a funding commitment from the Universal Service Fund ("USF") and places an order with BellSouth requesting the installation of the Services described in this Agreement. In the event of the Customer's failure to obtain USF funding, Customer shall be responsible for payment in full of all charges including both nonrecurring and recurring charges. An appeal of any denial of USF funding shall not relieve Customer of the obligation to pay all charges when they become due. Customer's failure to pay charges when due shall be sufficient cause for denial of all Services and termination of this Agreement.

7. Customer also warrants and represents that this Agreement is compliant with all applicable USF funding requests and/or funding commitments. Customer shall be liable to Company for all damages to Company of any kind, including reasonable attorney's fees, arising out of the breach of such warranty.

8. Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

9. This Agreement is effective when executed by Customer and accepted by BellSouth, and is subject to and controlled by the provisions of the Tariff, including any changes to the Tariff as may be made from time to time.

10. The undersigned parties warrant they are authorized to enter into this Agreement on behalf of their respective parties.

Customer Name:

Accepted by BellSouth:

Print Name: _____

Print Name:_____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____