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February 4, 2000

BY HAND DELIVERY

David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: In the Matter of the Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc., TCG MidSouth Inc., and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252

Docket No. 00-00079

Dear Mr. Waddell:

Enclosed please find the original and thirteen copies of the Petition of AT&T and TCG for Arbitration under the Telecommunications Act of 1996.

If you have any questions, please do not hesitate to call me.

Sincerely,

Jim Lamoureux

Encls.

cc: Guy Hicks (overnight mail)
Doug Lackey (hand delivery)

Paid
$25.00
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BEFORE THE

TENNESSEE REGULATORY AUTHORITY

In the Matter of the Interconnection Agreement Negotiations Between AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC., TCG MIDSOUTH INC. and BELLSOUTH TELECOMMUNICATIONS, INC., Pursuant to 47 U.S.C. § 252	)	**Docket No. 00-00079** **PETITION BY AT&T AND TCG FOR ARBITRATION UNDER THE TELECOMMUNICATIONS ACT OF 1996**

AT&T Communications of the South Central States, Inc. and TCG MidSouth Inc. (collectively "AT&T") request the Tennessee Regulatory Authority (the "TRA") to arbitrate unresolved issues resulting from negotiations with BellSouth Telecommunications, Inc. ("BellSouth") for the renewal of the parties' existing interconnection agreement (the "Initial Agreement"). This Petition includes: (1) the letter to BellSouth requesting negotiations (Attachment A); (2) a matrix of the disputed issues and the respective positions of each party (Appendix 1); and (3) the final agreement between the parties including the disputed sections with the suggested language of each party (the "Proposed Interconnection Agreement") (Attachment B).

PARTIES

AT&T is a corporation organized and formed under the laws of the State of Delaware, having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia 30309. AT&T is a

telecommunications carrier authorized to provide services throughout Tennessee. AT&T Corp., the parent corporation of AT&T Communications of the South Central States, Inc., acquired Teleport Communications Group, Inc., the parent company of TCG MidSouth Inc., effective July 23, 1998.

BellSouth is a corporation organized and formed under the laws of the State of Georgia, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375. BellSouth provides local exchange and other services within its franchised areas in Tennessee. BellSouth is a "Bell operating company" ("BOC") and an "incumbent local exchange carrier" ("ILEC") under the terms of the Act.[1]

JURISDICTION

The TRA has jurisdiction over AT&T's Petition pursuant to Section 252(b)(1) of the Telecommunications Act of 1996 (the "Act") and Section 2.3 of the General Terms and Conditions of the Initial Agreement. Pursuant to the Act and the Initial Agreement, AT&T formally requested negotiations with BellSouth for the renewal of the Initial Agreement on August 30, 1999, and now files this Petition for resolution of disputed issues between the 135th and 160th days following such request. Pursuant to Section 252(b)(4)(C) of the Act, the TRA must resolve each issue set forth in the Petition and Response on or before May 30, 2000 (no later than nine months after the date BellSouth received AT&T's request for negotiation).

STATEMENT OF THE CASE

The Telecommunications Act of 1996 (the "Act") imposes duties on BellSouth to enable competitive local exchange carriers ("CLECs") to enter BellSouth's local telephone market.

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[1] 47 U.S.C. §§ 153(35), 251(h).

These duties include providing CLECs with the ability to interconnect with BellSouth's monopoly network at any technically feasible point and providing nondiscriminatory access to BellSouth's network. The Act mandates that CLECs may provide local exchange service through interconnection with BellSouth's facilities, through resale of BellSouth's services, or through access to BellSouth's unbundled network elements ("UNEs") at cost based rates. The Act's purpose is to ensure widespread local exchange competition for the benefit of consumers.

Despite the Act's clear intent, it has been nearly four years since its passage and virtually no competition exists in Tennessee's local telephone market. AT&T comes before the TRA once again, nearly four years after its first attempt to obtain fair and competitive local entry terms and conditions from BellSouth, to resolve certain issues for AT&T's entry into the local market in Tennessee. AT&T has made every attempt to implement the terms and conditions under the TRA's *Second and Final Order of Arbitration Awards*,[2] the Initial Agreement, and other applicable laws, and to cooperate with BellSouth to ensure that AT&T's competitive entry into BellSouth's market is smooth and seamless.

However, because BellSouth has refused to embrace competition since the Act's inception, AT&T and other CLECs simply have been unable to enter the local market on a competitive basis. For example, BellSouth hinders its competitors' ability to access its operational support systems ("OSS"), which puts the CLECs at a significant disadvantage, by

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[2] *Second and Final Order of Arbitration Awards*, In the Matter of the Interconnection Agreement Negotiation Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. §252, Docket No. 96-01152 and In the Matter of the Petition of MCI Telecommunications Corporation for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996, Docket No. 96-01271 (January 23, 1997).

unilaterally changing business rules without adequate notification.[3] Relatedly, BellSouth refuses to implement adequate performance measures necessary to detect discriminatory performance and to adopt a plan providing for remedies to discourage disparate treatment towards its competitors and their customers. As a result of BellSouth's anticompetitive behavior, Tennessee consumers largely still face the same choice of local service providers as they did when the Act passed in 1996.

Despite the Act's intent to open local markets to competition, the fact remains that BellSouth still controls practically all of the residential telephone lines provided to Tennessee consumers.[4] By virtue of its monopoly position, BellSouth holds the key to the development of local competition. However, despite orders from the TRA and orders and legal decisions from numerous other jurisdictions since 1996, as well as amendments to various FCC rules, BellSouth either has failed to comply with or has unreasonably delayed its implementation of the Act. For example, BellSouth has refused to provide combinations of UNEs at cost based rates as required by the Act, as required by FCC Rule 315(b) which was reinstated by the Supreme Court in *AT&T Corp. v. Iowa Utilities Board*,[5] and as further required in the FCC's *Third Local Competition*

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[3] See KPMG Exception Report Number 2 in the third party test being conducted in Georgia. As KPMG notes in its report, BellSouth practices could adversely affect a CLEC's business operations. Aside from workforce disruptions, BellSouth's failure to notify a CLEC of changes in business rules could result in the CLECs having "reductions in customer satisfaction due to an inability to quickly process order types changed by a change event." See KPMG Report, p. 2.

[4] See FCC Report on Local Competition Dated August 31, 1999. In addition, the Report on Local Competition also demonstrates the vast majority of residential competitive lines are offered on a resale basis, with the minority being offered utilizing UNEs or facilities owned by the CLECs. The majority of facilities-based competition is in the business market.

[5] 525 U.S. 366 (1999).

Order.[6] Without the ability to obtain UNE combinations required by existing law, CLECs will never be able to significantly compete with BellSouth to serve Tennessee consumers.

If AT&T, or any other CLEC, is to have a fair chance of competing in the local services market, CLECs must be able to obtain interconnection terms with BellSouth which fully comply with Sections 251 and 252 of the Act. Only after nondiscriminatory access exists will CLECs make a rational business decision to commit resources necessary for entering the local services market on a broad scale. Accordingly, if competition is to flourish, then the TRA must require BellSouth to treat CLECs such as AT&T as valued customers, rather than hostile competitors.

STANDARD OF REVIEW

This arbitration must be resolved by the standards established in Sections 251 and 252 of the Act and the effective rules adopted by the Federal Communications Commission ("FCC") in the *Local Competition Order*.[7] Section 252(c) of the Act requires a state commission resolving open issues through arbitration to:

1. ensure that such resolution and conditions meet the requirements of Section 251, including the regulations prescribed by the [FCC] pursuant to Section 251; [and]
2. establish any rates for interconnection, services, or network elements according to subsection (d) [of Section 252].

Section 251 of the Act provides the minimum standards for BellSouth in negotiating and

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[6] *Third Report and Order*, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999) *(Third Local Competition Order)*.

[7] See 47 U.S.C. §§ 251, 252; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 13042 (1996) *("Local Competition Order")*.

providing interconnection to CLECs. Those standards include unbundled access to the local exchange carriers' facilities and information and to the network's functions and services on a nondiscriminatory basis. BellSouth must provide interconnection with CLECs that is at least equal in quality to that BellSouth provides to itself and "on rates, terms and conditions that are just, reasonable, and nondiscriminatory..." (Section 251(c)(2)). This section further requires that the local exchange carrier must provide nondiscriminatory access to UNEs at any technically feasible point individually and in combinations at cost based rates. (Section 251 (c)(3)).

THE NEGOTIATIONS

In 1996, AT&T petitioned the TRA pursuant to Sections 251 and 252 of the Act to arbitrate certain issues arising out of the negotiations between AT&T and BellSouth for the initial interconnection agreement between the Parties. On January 23, 1997, the TRA issued its *Second and Final Order of Arbitration Awards* resolving the issues presented. The Parties incorporated the TRA's decision into the existing Initial Agreement. The Initial Agreement was a three year agreement and expired on February 3, 2000. However, pursuant to the terms of the Initial Agreement, the parties continue to operate under the terms of the Initial Agreement.[8]

Pursuant to the Act and Section 2 of the General Terms and Conditions of the Initial Agreement, AT&T requested to renegotiate the Initial Agreement with BellSouth by letter on August 30, 1999. Since that request was sent, AT&T's negotiations team has met regularly with BellSouth either face to face or through conference calls. In support of the negotiations and their respective positions, the parties have exchanged drafts of proposed terms and conditions.

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[8] Specifically, under Section 2 of the General Terms and Conditions of the 1996 Agreement, the parties are governed by its terms until the effective date of any subsequent agreement.

At the outset of these negotiations, both BellSouth and AT&T delivered their proposed new agreements to each other. To expedite the negotiations process, and to narrow the issues to be negotiated, AT&T agreed to use either the Initial Agreement or BellSouth's proposed model agreement as the basis for the formation of the new agreement. Throughout the process, the Parties have exchanged drafts setting forth their respective positions on a given issue. Using the Initial Agreement or the BellSouth model agreement as the "base" document, these proposals have been melded into a "hybrid" version of the Initial Agreement, which contains much of the Initial Agreement, but also requested changes agreed to by the parties.

AT&T has attached to this Petition, as Attachment B, a copy of the Proposed Agreement which represents what AT&T believes is the most recent language from the negotiations as of February 4, 2000. In the body of the Proposed Agreement, the following "legend" has been adopted by AT&T:

(1) Where the language has been finalized and agreed to by the Parties, the language is in regular type print with no "bold" or other designation. AT&T is not requesting that the TRA take any action with respect to this language.

(2) Where a certain section in the Proposed Agreement has the designation of "**OPEN**", the language has not been finally resolved by the Parties during the negotiations, but AT&T is confident that the parties will reach agreement with respect to these sections. AT&T and BellSouth will continue to negotiate "OPEN" items throughout the arbitration process. As a result, AT&T is not requesting that the TRA take any action at this time with respect to "OPEN" items. In the event that an "OPEN" issue is not resolved by the parties, then AT&T reserves the right to amend its Petition to include such issues.

(3) Where sections are labeled "**DISAGREE**", the Parties have been unable to negotiate language, and the positions of the Parties are far enough apart that it appears that no agreement will be reached absent a decision by the TRA. For each of these sections, AT&T also has inserted into the Proposed Agreement the final proposed language from both Parties as of February 4, 2000. Further, a description of the relevant issue related to each of these sections, as well as AT&T's representation as to the Parties' latest position on these sections, is contained in the matrix attached to this Petition as Appendix 1.[9] As with the "OPEN" items, AT&T and BellSouth also will continue to negotiate "DISAGREE" items throughout the arbitration process.

ISSUES IN DISPUTE

As is apparent from the attached issues matrix, AT&T and BellSouth have reached agreement on a substantial number of issues. However, there are issues that remain in dispute, some of which are similar to those presented in 1996. AT&T is seeking arbitration on these issues because either: (i) the resolution achieved in 1996 is no longer practical given the changes in the industry, or (ii) BellSouth has failed to adhere to previously ordered obligations, forcing AT&T to once again seek resolution of previously ordered language. Nonetheless, the issues presented for this second round of negotiations are narrow and specific.[10]

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[9] AT&T has not submitted a copy of its model agreement as an attachment to this Petition, but reserves the right to do so to the extent BellSouth or the TRA is unclear as to what the initial position of AT&T is on any given issue.

[10] To the extent BellSouth disputes any of the issues AT&T believes has been resolved, AT&T includes those issues for resolution in this arbitration and will supplement this Petition and provide additional relevant documents as necessary.

REQUESTED TRA ACTIONS

AT&T respectfully requests that the TRA take the following actions as a result of this Petition:

A. Issue a procedural order to establish a schedule for all forms of discovery (depositions, interrogatories, data requests, and requests for admission), prehearing testimony, rebuttal testimony, prehearing conference, hearing, and post hearing briefs;

B. Arbitrate the unresolved issues between AT&T and BellSouth as set forth in Appendix 1 within the timetable specified in the Act; and

C. Take such other and further actions as deemed appropriate by the TRA.

Respectfully submitted,

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AT&T COMMUNICATIONS OF
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and TCG MIDSOUTH, INC.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	Issue	AT&T Position	BellSouth Position*
1.	Should BellSouth be permitted to treat calls to internet service providers ("ISPs") as non-local traffic for purposes of reciprocal compensation? (Local Interconnection, Attachment 3, Section 6.1.2)	No. ISP calls should be treated as local traffic for purposes of reciprocal compensation. AT&T still incurs the cost of the ISP traffic over its network. Additionally, such calls are treated as local under BellSouth's tariffs and the FCC has treated ISP traffic as intrastate for jurisdictional separation purposes.	Yes. ISP calls should be treated as non-local traffic for purposes of reciprocal compensation.
2.	Should BellSouth be required to provide a comprehensive set of performance measures methodology that allows AT&T to provide its customers the same level of service BellSouth provides its customers? (Performance Measures, Attachment 9)	For AT&T to ensure its customers receive service equal in quality to received by BellSouth customers, BellSouth must establish that it offers non-discriminatory support for total service resale, use of unbundled network elements (UNE's), and access to OSS. BellSouth should be required to provide an effective performance measurement methodology that contains: - A comprehensive set of comparative measurements that provides for disaggregation of its data to permit meaningful comparisons and full disclosure. - Business rules and calculations which reveal true performance and customer experiences. - A sound methodology for	BellSouth's position is that its SQM of 9/15/99 is adequate.

*The position stated in this column is AT&T's interpretation of BellSouth's position on these issues.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

		establishing benchmarks and designating appropriate retail analogs. - Statistical procedures that balance the possibility of concluding BellSouth favoritism exists when it does not with concluding there is no BellSouth favoritism when there is. - AT&T access to all the raw data that BellSouth uses for its CLEC performance reporting.	
3.	Should BellSouth be required to adopt validation and audit requirements which will enable AT&T to assure the accuracy and reliability of the performance data BellSouth provides to AT&T, and upon which the TRA will ultimately rely when drawing conclusions about whether BellSouth meets its obligations under the Act? (Performance Measures, Attachment 9)	BellSouth should be required to have an independent audit conducted of its performance measurement systems, paid for by BellSouth. Additional annual audits should be conducted and paid for 50% by BellSouth and 50% among the CLECs participating in the audit. Additionally, AT&T may request additional audits when performance measures are changed or added, to be paid for by BellSouth. Additionally, audits of individual measures should be conducted. The cost of a "mini-audit" shall be paid by AT&T unless the audit determines that BellSouth is not in compliance with the terms of the Agreement.	BellSouth should not have to undergo an audit for every CLEC with which it has a contract.
4.	Should BellSouth be required to adopt an enforcement plan that establishes	Yes, BellSouth should adopt an appropriate system of self-enforcing consequences to assure that the	BellSouth proposes VSEEM III.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	consequences which provide BellSouth with sufficient incentives to prevent discriminatory treatment of AT&T? (Performance Measures, Attachment 9)	competitive local telecommunications markets envisioned by the 1996 Act will be able to develop and survive. The consequences must provide BellSouth with incentives sufficient to prevent BellSouth from inhibiting competition through discriminatory treatment of CLECs. Such consequences must be immediately imposed upon a demonstration of poor BellSouth performance. A self-enforcing system of consequences is needed to assure that BellSouth has appropriate incentives to comply, on an ongoing basis, with their Section 251 obligations to provide CLECs with non-discriminatory support regardless of whether a section 271 application has been made or approved. AT&T proposes the AT&T Performance Incentive Plan as the enforcement mechanism.	
5.	Should AT&T be prohibited from purchasing UNEs in combined form at TELRIC rates to serve any customer other than those who are currently receiving service by means of the combined elements in BellSouth's network? (UNE's, Attachment 2, Section 2.7.1)	No. The TRA should allow AT&T to provide telecommunications services to any customer using any combination of elements that BellSouth routinely combines in its own network and to purchase such combinations at TELRIC rates. BellSouth may not restrict AT&T to purchasing and using such combinations to only provide service to customers who currently receive retail	Yes. AT&T may only use UNE combinations to serve a customer who is currently receiving service from BellSouth.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

		service by means of the combined elements. This is the only interpretation of the words "currently combines" that is consistent with the nondiscrimination policy of the Act and which will result in rapid growth in competition in the local telephone market.	
6.	Should BellSouth be permitted to charge AT&T a "glue charge" when BellSouth combines network elements?	BellSouth should not impose any additional charge on AT&T for any combination of network elements above the TELRIC cost of the combination.	BellSouth will charge the sum of the individual elements for those elements that are currently combined, consistent with BellSouth's definition of "currently combines." If BellSouth combines elements not "currently combined," BellSouth will charge UNE rates plus a glue charge under a Professional Services Agreement.
7.	What price (including deaveraged prices where appropriate) should BellSouth be permitted to charge for the following combinations of elements? • 2 wire voice grade loop with DS1 interoffice transport • 4 wire voice grade loop with DS1 interoffice transport • 4 wire 56 or 64 Kbps loop with DS1 interoffice transport	As with UNEs in discrete form, the FCC's TELRIC pricing rules require that BellSouth charge no more for combinations of UNEs than the TELRIC costs of the combinations.	BellSouth will charge the sum of the individual elements for those elements that are "currently combined," consistent with BellSouth's definition of "currently combines". BellSouth will assess a "glue charge" for any other combinations.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	• 4 wire DS1 digital loop with DS1 interoffice transport • 4 wire digital loop with DS3 interoffice transport • DS3 digital loop with DS3 dedicated interoffice transport • 4 wire DS1 local channel with DS1 interoffice transport • DS3 local channel with DS3 interoffice transport • 2 wire voice grade channel with DS1 interoffice transport • 4 wire local channel with DS1 interoffice transport • 4 wire DS1 local channel with DS3 interoffice transport • 4 wire local channel with DS1 interoffice transport • DS3 local channel with DS3 interoffice transport (UNEs, Attachment 2, Exhibit B)		

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

8.	What are the appropriate rates and charges (including deaveraged prices and recurring and nonrecurring prices where appropriate) for the following UNEs for which rates have not been established: • conditioned loops; • DS3 loops; • DS3 dedicated interoffice transport; • DS3 dedicated local channels; • Dedicated local channels with interoffice transmission; • DS0/DS1 multiplexers; • DS1/DS3 multiplexers; • Operator call processing; • Directory assistance services. (UNEs, Attachment 2, Exhibit A)	The FCC's TELRIC pricing rules require that BellSouth charge no more for any UNE that the TELRIC cost of the UNE.	For many of the network elements or services, BST has yet to provide a rate. BST has proposed its current rate for OS/DA.
9.	Under what rates, terms, and conditions may AT&T purchase network elements or combinations to replace services currently purchased from BellSouth tariffs? (UNEs,	Pursuant to FCC Orders, AT&T is permitted to purchase network elements and combinations to replace services currently purchased from BellSouth tariffs. The price to purchase network elements and combinations in such situations should be the TELRIC cost to do a	AT&T must follow the requirements of the FCC in replacing currently purchased services from BellSouth's tariffs with network elements or combinations of network elements.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	Attachment 2, Section 2.11)	record change in BellSouth's OSS, plus the recurring price of the appropriate network elements or combinations. BellSouth should not be permitted to place obstacles in the way of AT&T's ability to convert such services to network elements and combinations as easily and seamlessly as possible.	
10.	How should AT&T and BellSouth interconnect their networks in order to originate and complete calls to end-users? (Local Interconnection, Attachment 3)	AT&T and BellSouth should interconnect on an equitable basis, which is hierarchically equivalent, and not maintain the imbalanced situation where AT&T incurs the expense of connecting throughout BellSouth's network, while BellSouth incurs the much lower cost of connecting at the edge of AT&T's network. AT&T proposal also avoids use of limited collocation space that is better used for other purposes such as interconnection to UNE loops and advanced services. AT&T's proposal requires the two parties to work out a transition plan to "groom" the two networks.	AT&T and BellSouth should interconnect at the most appropriate point of interconnection in order to deliver local and intraLATA toll traffic to each other. Such points of interconnection may be at tandem switches or specific end offices.
11.	What terms and conditions, and what separate rates if any, should apply when the Parties establish a single point of interconnection in multi-unit installations?	BellSouth should cooperate with AT&T, upon request, in establishing a single point of interconnection on a case-by-case basis at multiunit installations. Where such points of interconnection do not exist, BellSouth should construct them, and AT&T should be	The single point of interconnection should be defined as the garden terminal or wiring closet in a multiunit installation. A rate should be established for BellSouth to charge AT&T for access to the single point of interconnection.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	(UNEs, Attachment 2, Section 5.2.5)	charged no more than its fair share, as one service provider using this facility, of the forward-looking price. The single point of interconnect should be fully assembled by AT&T technicians with the necessity of having a BellSouth technician present.	
12.	Should BellSouth provide local circuit switching at UNE rates to allow AT&T to serve the first three lines provided to a customer located in Density Zone 1 as determined by NECA Tariff No. 4 in effect on January 1, 1999 ("Density Zone 1")?	Yes. Customers should be allowed to freely choose their local service provider regardless of the number of lines that customer purchases. AT&T is entitled to purchase local circuit switching at UNE rates to provide service to customers in Density Zone 1 for the first, second, and third lines purchased by such customers even if those customers have four lines or more.	No. If an end user in Density Zone 1 has four or more lines, AT&T is not entitled to purchase local circuit switching from BellSouth at UNE rates to serve that end user.
13.	Should BellSouth preclude AT&T from purchasing local circuit switching from BellSouth at UNE rates when a Density Zone 1 existing AT&T customer with 1-3 increases its lines to 4 or more? (UNEs, Attachment 2, Section 6.3.1.3 and 6.3.1.4)	No. In a level competitive environment, customer services and rates should not be negatively impacted by BellSouth's election to increase AT&T's costs of providing local service simply because the customer adds a fourth line to its location.	Yes. Once an end user has four lines to the location, AT&T is not entitled to purchase local circuit switching at UNE rates from BellSouth to provide any lines to that end user, regardless of whether it is line 1, 2, 3, or 4.
14.	Should BellSouth be allowed to aggregate lines provided to multiple locations of a single	No. The total number of lines served to all of the customer's locations should not be aggregated. If a customer, for example, has	Yes. All of the lines provided to a customer end user, including those at every end user location (where an end user has

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	customer to restrict AT&T's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer? (UNEs, Attachment 2, Section 6.3.1.3 and 6.3.1.4)	several locations, each served by 3 lines or less, AT&T should be entitled to purchase local circuit switching from BellSouth to serve each of the locations.	multiple locations), can be aggregated to restrict BellSouth's obligation to provide circuit switching at UNE rates.
15.	Should AT&T be permitted to charge tandem rate elements when its switch serves a geographic area comparable to that served by BellSouth's tandem switch. (Local Interconnection, Attachment 3, Section 1.3)	Yes. When AT&T's switches serve a geographic area comparable to that served by BellSouth's tandem switch, then AT&T should be permitted to charge tandem rate elements.	No. AT&T does not have switches designated as tandem switches, and therefore, should not be permitted to charge tandem switch rate elements to BellSouth.
16.	Is BellSouth required to offer loops capable of supporting any form of xDSL service? (UNEs, Attachment 2, Section 3.1.15)	Yes. BellSouth should provide to AT&T a loop that is capable of providing any form of xDSL service that AT&T wishes to offer to a customer.	No. BellSouth should only be required to provide to AT&T loops capable of providing to a particular customer xDSL services that BellSouth offers to that same customer.
17.	When a loop is conditioned as requested by AT&T, what level of testing and maintenance is BellSouth required to provide? (UNEs, Attachment 2, Section 3.3.3.1-3.3.3.3)	Pursuant to the FCC's rules and regulations, BellSouth is required to perform all noise and line tests necessary to maintain voice and/or DSL capability.	BellSouth will not maintain and test in order to ensure that conditioned loops will perform within the industry standard specifications of that loop type.
18.	Should BellSouth be required to provide a cut-over process that ensures	Yes. BellSouth should have a coordinated cut-over process that ensures accurate, reliable, and	BellSouth's proposed process to address coordinated cut-overs is sufficient.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	accurate, reliable, and timely cut-overs when a customer changes local service from BellSouth to AT&T? (UNEs, Attachment 2, Section 3.2 et seq.)	timely cut-overs. BellSouth's proposed process does not ensure that customers switching from BellSouth to AT&T receive the same treatment that BellSouth customers receive. Moreover, BellSouth does not follow its own process.	
19.	Should AT&T local calls that use BellSouth's switching UNE be subject to a "bill and keep" compensation arrangement, even though reciprocal compensation will be paid for terminating local calls not using BellSouth's UNE switch? (Local Interconnection, Attachment 3, Section 4.10; Billing & Recording, Attachment 6, Section 2.1.6; Exhibit E and Attachment 3, Section 4.10)	Due to the complexities and expense of recording and billing for reciprocal compensation on UNE-switched calls, AT&T believes that bill and keep should be used for local calls originated from and terminated to AT&T when it uses BellSouth's UNE switching. Other telecommunication carriers who originate or terminate calls to AT&T end-users served by UNE switching will be unable to determine that such calls went to AT&T as opposed to BellSouth. All call records will continue to look like they were made to BellSouth.	While bill and keep is appropriate when AT&T originates a call using BellSouth's local switching, it is not appropriate when AT&T receives a local or intraLATA call from another telecommunications carrier. BellSouth will provide the necessary recorded information to enable AT&T to bill the other carriers the charges they have incurred.
20.	What is the appropriate compensation for intraLATA and local traffic that terminates on each other's network? (Local Interconnection, Attachment 3, Section 6.7.1, 6.2.2,	The appropriate compensation is the reciprocal compensation rates set forth in exhibit A to Attachment 3 to the Proposed Agreement. There should be no difference between any traffic within the LATA.	IntraLATA toll traffic should be subject to switched access rates in each party's tariffs and local traffic should be subject to compensation at the rates set forth in Exhibit A to Attachment 3.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	& 6.2.3)		
21.	What is the appropriate definition of internet protocol and how should outbound voice calls over internet protocol ("IP") telephony be treated for purposes of compensation? (Local Interconnection, Attachment 3, Section 6.1.8)	Until the FCC issues rules on how IP traffic is to be treated, no restrictions should be imposed. Further, there is no way to measure and record such traffic as requested by BellSouth. In any event, this is not a proper subject for negotiation in an interconnection agreement.	If traffic goes over the Internet, it should be treated as long distance traffic and billed as access.
22.	In calculating Percent Local Usage (PLU) for purposes of reciprocal compensation, should BellSouth be required to report the traffic on a monthly, rather than quarterly, basis? (Local Interconnection, Attachment 3, Section 6.1.10)	Yes. BellSouth should be required to continue its current practice of calculating the PLU on a monthly basis. As AT&T enters the local market, and local usage increases, it remains necessary that BellSouth not change the current practice which has been adequate to this point. BellSouth proposes changing to a quarterly basis.	No. BellSouth supports changing the calculation of PLU/PIU from the current monthly basis to a quarterly basis.
23.	What is the appropriate definition of transit traffic?	Transit traffic is all intraLATA traffic that originates or terminates to AT&T end users that is terminated or originated by a third-party telecommunications carrier and uses transit services provided by BellSouth. BellSouth's definition would include interLATA exchange access traffic. AT&T will be placing separate interconnection facilities for the receipt of	Transit traffic is traffic originating on AT&T's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to AT&T's network. All traffic generated by AT&T or a third party to be delivered to AT&T would go over

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

		transit traffic and exchange access traffic. BellSouth should not be permitted to co-mingle such traffic when sending it to AT&T for competition.	the same interconnection facilities.
24.	What are the appropriate intervals for the delivery of collocation space to AT&T? (Collocation, Attachment 4, Section 6.4)	FCC rules require that BellSouth provide collocation within intervals no greater than the best practice intervals of other ILECS. Accordingly, BellSouth should provide collocation within the following intervals: (1) virtual and cageless: 60 calendar days; (2) Physical (caged): 30 calendar days if AT&T does the construction; 90 calendar days if BellSouth does the construction. In the event of unforeseen circumstances, BellSouth should apply to the TRA for suspension of or relief from the intervals.	BellSouth proposes 90 business days for "ordinary conditions" and 130 business days for "extraordinary conditions."
25.	When AT&T and BellSouth have adjoining facilities in a building outside BellSouth's central office, should AT&T be able to purchase cross connect facilities to connect to BellSouth or other CLEC networks without having to collocate in BellSouth's portion of the building? (Collocation, Attachment 4, Section 1.6)	Yes. When BellSouth and AT&T facilities are in close proximity, in order to achieve network efficiency, AT&T should be able to cross connect its network directly from its space to BellSouth's space without having to purchase collocation space from BellSouth.	No. AT&T should be required to collocate its equipment in BellSouth's space, in a condominium situation to connect its facilities to BellSouth's or other CLECs network.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

26.	Should BellSouth be permitted to require AT&T to conduct a statewide investigation of criminal history records for each AT&T employee or agent who will access AT&T's collocation space? (Collocation, Attachment 4, Section 11.1, 11.2, 11.4, 11.5)	No. These requirements are unreasonable and are inconsistent with the examples of measures found by the FCC to be reasonable, e.g. ID badges, security cameras, cabinet enclosures, and separate central building entrances. Such requirements are excessive, increasing collocation costs without providing additional protection to BellSouth. Moreover, such requirements could be discriminatory as applied to AT&T because of its collective bargaining agreements. AT&T is willing to indemnify BellSouth, on a reciprocal basis, for any bodily injury or property damage caused by AT&T's employees or agents.	Yes. Such requirements are necessary to ensure proper security.
27.	Unless otherwise specified, where Attachment 4 regarding collocation refers to days, should those days be calendar days or business days? (Collocation, Attachment 4)	Days should be calendar days. Business day intervals are inherently longer and less predictable than calendar day intervals, thereby delaying delivery of collocation space within a reasonable timeframe.	Days should be business days.
28.	Should AT&T be permitted to order cageless collocation space from BellSouth in partial bay increments, rather than only in single bay increments? (Collocation,	Yes. AT&T should be allowed to order any size of cageless collocation space, including space in smaller increments than entire bays. If AT&T's requirements are only for a partial bay, it is inefficient and unnecessary for AT&T to pay for and reserve more space than is	No. BellSouth only will make cageless collocation space available in single bay increments.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	Attachment 4, Section 3.1)	needed. Under such circumstances, requiring AT&T to reserve entire bays drives up the cost for AT&T and other CLECs to collocate and reduces the collocation space available to other CLECs.	
29.	What are the appropriate rates and recurring and non recurring charges for the following collocation items for which rates have not been established or are not TELRIC compliant: • subsequent application fee for collocation • cable support structure for collocation? (Collocation, Attachment 4, Section 5.7.1 and Exhibit A)	The FCC's TELRIC pricing rules require that BellSouth charge no more for collocation than the TELRIC cost of collocation.	For many of the collocation items, BST has yet to provide a rate.
30.	What are the appropriate rates and charges that BellSouth may impose upon AT&T for the access card system BellSouth has installed to permit 24 x 7 access by AT&T to its collocation space? (Collocation, Attachment 4, Exhibit A)	As required by FCC regulations, BellSouth is required to charge no more than the cost-based TELRIC rates for collocation as established in Docket No. 97-01262.	In addition to the charges established for collocation in the generic UNE case, BellSouth should be permitted to assess additional charges for the access card system.
31.	Has BellSouth provided sufficient	No. BellSouth does not provide AT&T adequate	Yes. The AIN solution will be available to AT&T

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	customized routing in accordance with State and Federal law to allow it to avoid providing Operator Services/Directory Assistance ("OS/DA") as a UNE?	customized routing. BellSouth has not provided sufficient information on its untested AIN solution, including rates. If BellSouth's proposal is line class codes ("LCC's"), this solution may not be viable in every central office due to exhaust. Thus, until these methods are proven viable, AT&T may purchase OS/DA as an unbundled network element.	by June 1. LCC will be utilized if AIN is not available.
32.	Should BellSouth be required to electronically process and provision an order for OS/DA if AT&T orders an unbranded or AT&T branded platform? (OSS, Attachment 7, Section 3.20-3.24)	Yes. BellSouth should process and provision AT&T's orders at parity with BellSouth's processing and provisioning of its own customers orders.	No. BellSouth will only provide electronic processing and provisioning of AT&T's OS/DA orders to a BellSouth branded platform. Orders for an unbranded or AT&T branded platform must be processed manually.
33.	Should the purchaser of a BellSouth local exchange be bound by the rates, terms, and conditions of this Agreement, or should AT&T be required to negotiate and arbitrate new rates, terms, and conditions? (General Terms and Conditions, Section 24.1.2)	The rates, terms, and conditions of this Agreement should govern the relationship between AT&T and the third party purchaser. BellSouth should not be permitted to remove the benefits of competition from a territory by selling it to another party that may assert a rural exemption or undermine AT&T's investment in competition by changing the rules. Further faced with the uncertainty of negotiating a completely new set of terms and conditions with another provider who purchases a	The "successors and assigns" provision in the Preface of the Agreement should be adequate for AT&T.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

		BellSouth local exchange. Similarly, the TRA should not be required to review new sets of terms and conditions each time there is a sale of a local exchange.	
34.	Should the parties continue to have the right to use an independent third party arbitrator to resolve disputes under this interconnection agreement? (General Terms and Conditions, Section 16.1 et seq.)	Yes. More issues will arise now that AT&T is entering the market and will need to be resolved quickly. These issues will be more business oriented and less policy oriented, and thus, more appropriately handled by commercial arbitrators. The parties should continue to have the right to resolve operational issues in a commercial forum on an expedited basis; thereby, limiting the customer-affecting impact of any such disputes.	No. BellSouth should not be required to use commercial arbitration to settle disputes.
35.	When AT&T submits a local service request to BellSouth for a resold service, should BellSouth be permitted to charge AT&T for sending the local service request electronically or manually? (Resale, Attachment 1, Exhibit A)	AT&T is proposing that no separate rate be established for the use of the electronic interfaces implemented by BellSouth to access its OSS. The TRA has already determined that any forward-looking costs be recovered in recurring rates for UNEs and the same policy should be adopted for resold services. Since forward-looking electronic interfaces would result in very low fall out to manual processes, and the current UNE rates include this level of fall-out, a separate manual rate should not be established. AT&T should not be required to pay any charge for use of the electronic	BellSouth should be permitted to charge for these rates for 3 years with the start date of April 1999 the cost it incurred in developing and implementing electronic interfaces to access its OSS. The most appropriate means of recovering this cost is through an order charge assessed against all local service requests placed using one of the electronic interfaces. A separate charge is also appropriate if a manual order is placed in lieu of using one of the electronic interfaces.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

		interfaces that BellSouth is required to place into service in order for AT&T to access BellSouth's Operational Support Systems to request service (including resold service) from BellSouth.	
36.	What is the proper timeframe for BellSouth to render bills for overdue charges? (Billing & Recording, Attachment 6, Section 1.2.3)	BellSouth should be required to continue its current practice of not rendering bills for charges more than one year old. BellSouth does not render bills to its own customers for charges more than one year old; therefore, BellSouth should not bill AT&T any differently.	BellSouth may render bills for charges as old as that permitted by the statute of limitations in each state.
37.	Should BellSouth be permitted to limit AT&T's access to dark fiber with lightwave repeater (regenerator or optical amplifier) equipment interspliced to it? (UNEs, Attachment 2, Section 8.4 and 8.5)	No. In Paragraph 167 of the UNE Remand Order, the FCC defines the loop network element as "all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except for those used in the provision of advanced services, such as DSLAMS) owned by the Incumbent LEC between the Incumbent LEC's central office and the loop demarcation point at the customer's premises." Thus, since the regenerator or optical amplifier equipment is located between the central office and the loop demarcation point, consistent with the FCC's findings, AT&T should be permitted to access this equipment.	Yes. AT&T should not be permitted to access the dark fiber cable at the regenerator or optical amplifier equipment.
38.	What are the proper	Attachment 3, Section 6.1.2,	BellSouth proposes

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	parameters sufficient to prevent fraudulent billing for reciprocal compensation? (Local Interconnection, Attachment 3, Section 6.1.2)	which is the language currently in place, sufficiently and adequately defines interconnection; thereby, prohibiting the fraudulent billing for reciprocal compensation. In the event that a contract term is breached, the proper recourse is Dispute Resolution.	language to specifically address fraudulent activity.
39.	Should AT&T's use of directory assistance database information be restricted under this Agreement? (UNEs, Attachment 2, Section 9.4.8.2)	No. The FCC is presently considering its possible expansion of authorized uses for directory assistance database information. BellSouth should not be permitted to impose restrictions on AT&T's use of this information beyond any adopted by the FCC.	Yes. AT&T should be limited to use directory assistance database information solely for the express purpose of providing directory assistance type services to AT&T customers for their own use.
40.	Should BellSouth be permitted to establish caps on the access rates that AT&T may charge telecommunications carriers, when such carriers purchase exchange access service from AT&T? (Local Interconnection, Attachment 3)	No. BellSouth should not be permitted to establish constraints on the rates AT&T charges other telecommunications carriers in this Agreement. BellSouth's demand to impose a unilateral cap on the price AT&T may charge for access services is not appropriate and should not be the subject of a provision in an interconnection agreement pursuant to Section 251 of the Act.	Yes. The BellSouth switched access rates in BellSouth's intrastate exchange access services tariff should be the maximum that CLECs may charge.
41.	Should the Change Control Process be sufficiently comprehensive to ensure that there are processes to handle, at a minimum the following situations: (OSS, Attachment 7,	Yes. Change Control should apply to the entire range of transactions required between AT&T and BellSouth in order for AT&T to utilize Services and Elements. Both electronic and manual interfaces and processes are required to establish and	No. Change Control should be applied only to enhancements to existing electronic interfaces in production at a given point in time.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

	Exhibit A)	maintain a business relationship with BellSouth and conduct day-to-day business transactions. A comprehensive Change Control Process should provide "cradle to grave" coverage of the life cycle of an interface or process, and its supporting documentation (such as specifications, business rules, methods, and procedures). Thus, implementation of new interfaces, management of interfaces in production (including defect correction), and the retirement of interfaces should be addressed. Change Control should provide a normal process, an exception process, an escalation process, and a dispute resolution process with ultimate recourse to commission, mediation, or court adjudication. Additionally, a process by which the Change Control Process can be changed should be specified. The existing Electronic Interface Change Control Process (EICCP) is not comprehensive. AT&T's proposal and the existing EICCP's coverage are compared below.		
		Situation	**AT&T Proposal**	**EICCP**
		a) changes to existing electronic interfaces?	Yes.	Yes; this process exists in EICCP.
		b) changes to	Yes.	No.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

		manual processes?		
		c) introduction of new electronic interfaces?	Yes.	No.
		d) retirement of existing interfaces?	Yes.	No.
		e) exceptions to the process?	Yes.	No.
		f) software?	Yes.	Yes; this process exists in EICCP.
		g) hardware?	Yes.	Yes; this process exists in EICCP.
		h) industry standards?	Yes.	Yes; this process exists in EICCP.
		i) new or revised edits?	Yes.	Electronic edits only. BellSouth has implemented all new and revised edits unilaterally and outside the EICCP.
		j) documentation, including training?	Yes.	BellSouth may agree in theory, but has implemented all documentation changes unilaterally and outside the EICCP.
		k) defect correction?	Yes.	No.
		l) monthly change review meetings?	Yes.	No; three meetings annually are sufficient. In the last Steering Committee meeting, BellSouth stated

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

				that it would agree to monthly meetings, but the process has not yet been changed to reflect this agreement.
		m) participation by the number of company subject-matter experts necessary to represent issues effectively?	Yes.	No; participation should be limited to no more than two per CLEC.
		n) changes initiated by CLECs?	Yes.	Yes.
		o) changes initiated by BellSouth?	Yes.	BellSouth may agree in theory, but has never submitted a change to the EICCP.
		p) changes necessitated by a change in industry standards?	Yes.	Not specifically identified as a type of change.
		q) changes to address regulatory requirements?	Yes.	BellSouth may agree in theory. BellSouth has failed to submit regulatory changes to the EICCP in the past and has stated that it will not commit to do so in the future.
		r) emergency changes (defect correction)?	Yes.	BellSouth may agree in theory, but defects have been excluded from EICCP.
		s) an eight step cycle, repeated	Yes.	No; an 11-step process executed

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

		monthly?		three times a year is sufficient.
		t) a firm schedule for notifications associated with changes initiated by BellSouth?	Yes	No.
		u) a process for changing the change control process	Yes.	Yes.
		v) a process for the escalation of changes in process	Yes.	No.
		w) a process for dispute resolution, including referral to state utility commissions or courts?	Yes.	No. BellSouth holds default power to implement or not implement any change, at its option.
41.	What should be the resolution of the following OSS issues currently pending in the change control process but not yet provided? (OSS, Attachment 7, Exhibit A)			
	a) parsed customer service records for pre-ordering?	BellSouth should provide parsed customer service records for preordering pursuant to industry standards. AT&T needs this in order to fully integrate its ordering systems with BellSouth's and obtain the functionality now available to BellSouth. BellSouth's internal systems parse the sections and fields of the CSR as needed to meet software program	This is not yet an industry standard. The CSR format provided to CLECs is parsed to the same level of detail as provided to BellSouth's retail service representatives. BellSouth has made a commitment to providing a parsed CSR in the future.	

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

		requirements precluding the need for service representatives to re-enter CSR information when processing orders. This item has been an industry standard since the publication of the LSOG3 guidelines.	
	b) electronic pre-order xDSL loop qualification, service inquiry and ordering?	BellSouth should provide electronic preorder xDSL service inquiry and ordering. BellSouth provides to BellSouth.net the ability to electronically determine whether or not a particular loop is ADSL-capable. BellSouth is only willing to make this capability available pursuant to its "outside the Act" professional services contract. This functionality does not allow providers to access data to determine whether a loop is xDSL-capable. AT&T needs access to the data underlying the functionality provided to BellSouth.net in order to make this determination.	BellSouth does not offer xDSL service, so it has no obligation to provide electronic access to this function. There had been an implementation date targeted for 4/00 but BellSouth has stated that this date will not be met. Note that BellSouth has not refused to provide this functionality; rather, they've stated that the loop qualification process is manual for them and therefore will be manual for us.
	c) ability to submit orders electronically for all services and elements?	BellSouth should provide the ability to submit orders electronically for all services and elements. Lack of electronic ordering increases the possibility of errors and increases costs. BellSouth reported order flow-through for business services for two years before taking the position that these requests do not flow through. BellSouth	BellSouth does not have mechanized ordering ability for all services and elements; business orders do not flow through the BellSouth system.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

		formerly claimed only that complex business requests did not flow through, but even then, BellSouth admits that its service representatives type their requests into a front end system (DOE or SONGS), which sends the request to SOCS, which then accepts valid requests and issues the required service orders. Examples of instances in which AT&T requires electronic ordering capability are the UNE Platform, handling of remaining service on partial migrations, use of LSR fields to establish proper billing accounts, ability to order xDSL loops, ability to order digital loops, ability to order complex directory listings, ability to order loops and LNP on a single order, and ability to change main account number on a single order.	
	d) electronic processing after electronic ordering, without subsequent manual processing by BellSouth personnel?	BellSouth should provide electronic processing after electronic ordering. See (c), above. Examples of instances in which AT&T submits electronic orders that are subsequently processed manually include LNP, UNE-P with LCC, migrations merging existing accounts, related orders. AT&T has submitted change control requests and participated in other discussions aimed at improving the subsequent manual process pending full	See (c), above.

APPENDIX 1
Issues for Arbitration between AT&T and BellSouth

		automation. Examples include worklist mechanization and a Flow-through Mechanization Project.	
	e) migrate orders as specified?	BellSouth should provide this functionality according to the OBF standard. This functionality was available until BellSouth introduced OSS'99. A "migrate as specified" order should allow CLECs to order desired features without also having to specify what features they don't desire, but BellSouth no longer provides this functionality. Up until OSS'99 was introduced, "migrate as specified" orders needed to include only those services and features that were to be provisioned to the customer's account. BellSouth provisioned only those features specified in the order. With OSS'99, however, the account stays "as is" unless CLECs specify otherwise. Thus, in order to eliminate features that are present on the customer account when it is migrated, the CLEC order must specify the features to be deleted, in addition to the features to be added. BellSouth may be trying to	The present functionality was requested by other CLECs. In June, 1999, BellSouth agreed to add a line activity that would allow CLECs to do a migrate as specified without restating all of the features, but has not committed to a date.

ATTACHMENT A



Promenade I
1200 Peachtree Street, N.E.
Atlanta, GA 30309

August 30, 1999

Ms. Susan Arrington
BellSouth Interconnection Services
675 West Peachtree Street, N.E.
Room 34S91
Atlanta, Georgia 30375

VIA HAND-DELIVERY

Re: AT&T/BellSouth Interconnection Agreement Re-Negotiation

Dear Susan:

AT&T and BellSouth have held pre-negotiation meetings that were intended to facilitate a smooth transition into the negotiation process. It is now appropriate for AT&T to request that negotiations begin between our two companies

Pursuant to Section 2.2 of the AT&T/BellSouth Interconnection Agreement for the states of Georgia and Tennessee ("the Agreements") and Section 252 of the Telecommunications Act of 1996 ("the Act"), AT&T Corp. ("AT&T") hereby requests that negotiations commence on August 30, 1999 with regard to the terms, conditions, and prices of follow-on agreements for the provision to AT&T of the Services and Elements as that term is defined in Section 1 of the Agreements, and for such other services and capabilities encompassed in the requirements of Sections 251 and 252 of the Act.

If you have any questions regarding this request please call me on (404) 810-6710.

Very truly yours,

Bill C. Peacock
AT&T – Local Services and
Access Management

ATTACHMENT B

AGREEMENT

Between

BellSouth Telecommunications, Inc.

and

AT&T Communications of the South Central States, Inc.

Effective Date:

TENNESSEE

TABLE OF CONTENTS

Section **Page**

AGREEMENT 4

PREFACE 4

RECITALS....4

DEFINITIONS and ACRONYMS....4

GENERAL TERMS AND CONDITIONS....5

1. **Provision of Local Service and Unbundled Network Elements**....5
2. **Term of Agreement**....6
3. **Termination of Agreement; Transitional Support**....6
4. **Good Faith Performance**....7
5. **Option to Obtain Services and Elementsand Combinations Under Other Agreements**....7
6. **Responsibility of Each Party** 8
7. **Governmental Compliance** 8
8. **Responsibility For Environmental Contamination** 9
9. **Regulatory Matters** 11
10. **Liability and Indemnity**....12
11. **Intellectual Property Rights and Indemnification** 15
12. **Audits and Inspections** 17
13. **Performance Measurement** 19
14. **Force Majeure** 20
15. **Certain Federal, State and Local Taxes**....20
16. **Dispute Resolution Process**....24
17. **Notices** 25

18. Confidentiality and Proprietary Information 26

19. Branding 28

20. Directory Listings Requirements 29

21. Insurance Requirements 31

22. Costs 31

23. Disaster Recovery 31

24. Miscellaneous 32

25. Reservation of Rights 38

ATTACHMENTS

Attachment 1	Resale
Attachment 2	Service Description: Unbundled Network Elements
Attachment 3	Local Interconnection
Attachment 4	Collocation
Attachment 5	Access to Numbers and Number Portability
Attachment 6	Connectivity Billing and Recording
Attachment 7	Interface Requirements for Ordering and Provisioning, Maintenance and Repair, and Pre-Ordering
Attachment 8	Rights of Way (ROW), Conduits, and Pole Attachments
Attachment 9	Performance Measures
Attachment 10	**Dispute Resolution Process (DISAGREE)**
Attachment 11	Acronyms
Attachment 12	Network Security
Attachment 13	BAPCO Agreement
Attachment 14	Bona Fide Request/New Business Request Process

AGREEMENT

PREFACE

This Agreement, which shall become effective as of the ____ day of _____, _____, is entered into by and between AT&T Communications of the South Central States, Inc., a Delaware corporation, having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia, 30309, on behalf of itself and its Affiliates (individually and collectively "AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns.

RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act,

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, AT&T and BellSouth hereby agree as follows:

DEFINITIONS and ACRONYMS

For purposes of this Agreement, certain terms have been defined **in the body of the (OPEN)** Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act. For convenience of reference, Attachment 11 provides a list of acronyms used throughout this Agreement.

GENERAL TERMS AND CONDITIONS

1. **Provision of Local Service and Unbundled Network Elements**

1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to AT&T's network; (c) certain unbundled Network Elements ("Network Elements") and certain combinations of such unbundled Network Elements ("Combinations"); (d) access to poles, rights of way and conduits; and (e) collocation (resale, interconnection, Network Elements and Combinations, access to rights of way, poles and conduits, and collocation shall collectively be referred to as "Services and Elements"). BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Attachments 1 – 14 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area.

1.2 Subject to the requirements of this Agreement, AT&T may, at any time add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the process provided in Attachment 10. Terminations of any Services or Elements shall be handled pursuant to Section 3.1 of the General Terms and Conditions of this Agreement.

1.3 BellSouth shall not discontinue Services and Elements provided hereunder without the prior written consent of AT&T. Such consent shall not be unreasonably withheld; provided, however, BellSouth may discontinue any telecommunications service available for resale as long as BellSouth provides AT&T prior written notice of intent to discontinue any such service. BellSouth further agrees to make any such service available to AT&T for resale to AT&T's end users who are subscribers of such services from AT&T until the date BellSouth discontinues any such service for BellSouth's end users. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or AT&T end users who may be purchasing any such service.

1.4 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any

obligation to proceed on a requested change unless and until a modification to this Agreement is signed by authorized representatives of each Party.

2. **Term of Agreement**

2.1 When executed by authorized representatives of BellSouth and AT&T, this Agreement shall become effective as of the Effective Date stated above, and shall expire three (3) years from the Effective Date unless terminated in accordance with the provisions of Section 3.2 of the General Terms and Conditions.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they may commence negotiations for a subsequent agreement ("Subsequent Agreement") with regard to the terms, conditions and obligations contained in this Agreement.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate the Subsequent Agreement, either Party may petition the Commission to establish appropriate terms and conditions for those unresolved issues pursuant to 47 U.S.C. 252. If the Commission fails to issue an order setting new terms and conditions prior to the expiration of this Agreement, the terms of this Agreement shall continue in effect, on a month-to-month basis, at the same terms, conditions and prices as those in effect at the end of the then-current term, until resolved by the Commission.

2.4 The Parties must have commenced good faith negotiations within the time period set forth in Sections 2.2 and 2.3 of the General Terms and Conditions of this Agreement in order for the Agreement to continue on a month-to-month basis. If such good faith negotiations have not commenced, unless the Parties agree otherwise, the Parties agree to submit the issue of having this Agreement continued on a month-to-month basis to the appropriate Commission. If such a request is made to the Commission, this Agreement will remain in effect on a month-to-month basis until the Commission has ruled.

3. **Termination of Agreement; Transitional Support**

3.1 AT&T may terminate any Services and Elements provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Services and Elements in this Agreement or pursuant to any applicable tariff, in which event such specific period or

conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, AT&T's liability shall be limited to payment of the amounts due for any terminated Services and Elements provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 10, infra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. AT&T agrees that it may not terminate the entire Agreement pursuant to this section.

3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement

4. **Good Faith Performance**

4.1 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

5. **Option to Obtain Services and Elements and Combinations Under Other Agreements**

5.1 BellSouth shall make available and AT&T may elect to adopt pursuant to 47 U.S.C. § 252 and the FCC rules and regulations regarding such availability any interconnection, service, or network element provided under an agreement approved pursuant to 47 U.S.C. § 252. The adopted interconnection, service, or network element shall apply to the same states as such other agreement and for the identical term of such other agreement. AT&T may exercise this option by delivering written notice to BellSouth, which may include a proposed amendment to this Agreement to incorporate the prices, terms and conditions, in whole or in part found in the other agreement.

5.2 Any dispute between the Parties concerning any election or exercise of an option by AT&T under this Section 5 shall be resolved pursuant to the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement.

6. **Responsibility of Each Party**

6.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

7. **Governmental Compliance**

7.1 AT&T and BellSouth each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and BellSouth each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. BellSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not

limited to, space and power), which are necessary for BellSouth to provide the Services and Elements pursuant to this Agreement. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are AT&T's obligation as a provider of telecommunications services to its end users pursuant to this Agreement.

8. **Responsibility For Environmental Contamination**

8.1 AT&T shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that AT&T did not introduce to the affected Work Location so long as AT&T's actions do not cause or substantially contribute to the release of any Environmental Hazard or Hazardous Materials. BellSouth shall indemnify, defend (at AT&T's request) and hold harmless AT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which BellSouth is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by AT&T's actions.

8.2 BellSouth shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that BellSouth did not introduce to the affected Work Location, so long as BellSouth's actions do not cause or substantially contribute to the release of any Environmental Hazards or Hazardous Materials. AT&T shall indemnify, defend (at BellSouth's request) and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that AT&T, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which AT&T is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by BellSouth's actions.

8.3 **OPEN**

For purposes of this Section 8, the following terms shall have the following meaning:

8.3.1 **Environmental Hazard" means (1) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of HAZARDOUS MATERIALS has occurred on premises or property that is related to the performance of this Agreement and that such affected material or media is demonstrated through applicable or appropriate testing method to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the release has occurred, and any other political subdivision, agency or instrumentality exercising jurisdiction over the release, including any applicable federal and state case law and common law interpreting any of the foregoing or 2) any event involving, or exposure to, HAZARDOUS MATERIALS which poses risks to human health, safety or the environment (including, without limitation, indoor or outdoor environment(s) and is regulated under any applicable laws or regulations as described in (1);**

8.3.2 **"Hazardous Materials" means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental, Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et. seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et. seq.; and the following specified substances or materials, that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls (PCBs); and (4) radon.**

8.3.3 **"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or**

migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

8.3.4 **"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities AT&T or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that AT&T, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.**

9. **Regulatory Matters**

9.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T end users contemplated by this Agreement. AT&T shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.

9.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with AT&T reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to AT&T its proposed tariff and obtain AT&T's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes

obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for AT&T the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.

9.3 In the event that any final legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BellSouth to perform any material terms of this Agreement, AT&T or BellSouth may, on ninety (90) days' written notice (delivered not later than ninety (90) days following the date on which such action has become legally binding and has otherwise become final) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall follow the dispute resolution procedures set forth in Section 16 of the General Terms and Conditions of this Agreement.

10. Liability and Indemnity

10.1 Liabilities of BellSouth - Unless expressly stated otherwise in this Agreement, the financial liability of BellSouth to AT&T during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.

10.2 Liabilities of AT&T - Unless expressly stated otherwise in this Agreement, the financial liability of AT&T to BellSouth during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.

10.3 Each party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate contract with its end users that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

10.4 No Consequential Damages - NEITHER AT&T NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10 SHALL LIMIT BELLSOUTH'S OR AT&T'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN. FOR PURPOSES OF THIS SECTION 10, BELLSOUTH'S FAILURE TO MEET PERFORMANCE STANDARDS OR MEASUREMENTS PURSUANT TO ATTACHMENT 9 OF THIS AGREEMENT, TO THE EXTENT APPLICABLE, SHALL NOT BE CONSIDERED TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES.

10.5 Obligation to Indemnify –Except as provided in Section 11 (Intellectual Property Rights and Indemnification), each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying party (the "Indemnifying Party")

in this Agreement, or (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors.

10.6 Obligation to Defend; Notice; Cooperation - Whenever a Claim shall arise for indemnification under this Section 10, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

11. **Intellectual Property Rights and Indemnification**

11.1 Use of Mark. Both Parties are strictly prohibited from any use, including but not limited to in sales and in marketing or advertising of telecommunications services of any name, trade name, service mark or trademark of the other Party.

11.2 Ownership of Intellectual Property. Any intellectual property, which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for limited licenses, to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any services solely as provided under this Agreement, no patent, copyright, trademark, trade name or other proprietary right is licensed, granted or otherwise transferred by this Agreement.

11.3 BellSouth and AT&T (if and to the extent BellSouth uses AT&T facilities or equipment, including software) warrant that each other may use any facilities or equipment, including software, provided hereunder that contains intellectual property owned or controlled by third parties without being subject to any claims of infringement by such third parties. Each Party further warrants that it will not enter into any licensing agreements with respect to any facilities or equipment, including software, that contain provisions that would disqualify the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. Each Party further warrants that it has not and will not intentionally modify any existing license agreements for any network facilities or equipment, including software, in whole or in part for the purpose of disqualifying the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities or equipment, including software, in either Party's network provide indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, the indemnified party shall flow those indemnity protections through to the other Party. Finally each Party shall indemnify the other pursuant to the terms of this Agreement, with respect to the other Party's use of intellectual property associated with any new network facilities or equipment, including software, acquisitions.

11.4 BellSouth Indemnification. BellSouth will defend AT&T against claims of infringement arising solely from the use by AT&T of Services and Elements and will indemnify AT&T for any damages awarded based

solely on such claims in accordance with Section 11.4 of this Agreement.

11.4.1 For purposes of Section 11.4 of this Agreement, BellSouth's obligation to indemnify AT&T shall include the obligation to indemnify and hold AT&T harmless from and against any loss, cost, expense or liability arising out of a claim that AT&T's use, pursuant to the terms of this Agreement, of BellSouth's facilities, equipment or software infringes the intellectual property rights of a third party. Should any such facilities, equipment or software, or any portion thereof, provided by BellSouth hereunder become, or, in BellSouth's reasonable opinion, be likely to become the subject of a claim of infringement, or should BellSouth's use thereof be finally enjoined, then BellSouth shall, at its expense, after consultation with AT&T, (i) procure for AT&T the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

11.5 AT&T Indemnification. AT&T (if and only to the extent AT&T provides BellSouth access to its facilities and equipment, including software) will defend BellSouth against claims of infringement arising solely from the use by BellSouth of AT&T facilities or equipment, including software, and to the extent BellSouth uses AT&T facilities or equipment, including software, and will indemnify BellSouth for any damages awarded based solely on such claims in accordance with Section 11.5 of this Agreement.

11.5.1 For purposes of Section 11.5 of this Agreement, AT&T's obligation to indemnify BellSouth shall include the obligation to indemnify and hold BellSouth harmless from and against any loss, cost, expense or liability arising out of a claim that BellSouth's use, pursuant to the terms of this Agreement, of AT&T facilities or equipment, including software, infringes the intellectual property rights of a third party. Should any such facilities or equipment, including software, or any portion thereof, provided by AT&T hereunder become, or, in AT&T's reasonable opinion, be likely to become the subject of a claim of infringement, or should AT&T's use thereof be finally enjoined, then AT&T shall, at its expense, after consultation with BellSouth, (i) procure for BellSouth the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification

shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

11.6 In the event that the provisions of Section 11.4.1 or Section 11.5.1 of this Agreement are unreasonable for the Indemnifying Party to perform, then the Indemnified Party shall have the right, in its sole discretion, to waive its indemnification rights under either Section 11.4 or Section 11.5 of this Agreement or to terminate the portion of the Agreement, upon thirty (30) days written notice, solely with respect to the facilities or equipment, including software, provided through the use of the infringing facilities or equipment, including software.

11.7 The Party providing access to its facilities or equipment, including software, will inform the other Party of any pending or threatened intellectual property claims of which it is aware and will provide to the other Party periodic and timely updates of such notification, as appropriate, so that the other Party receives maximum notice of any intellectual property risks that it may want to address.

11.8 In no event shall either Party be responsible for obtaining any license or right to use agreement associated with any facilities or equipment, including software, by either Party.

11.9 Exception to Obligations. Both Parties' obligations under this Section shall not 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.

11.10 Exclusive Remedy. The foregoing shall constitute the 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.

12. **Audits and Inspections**

12.1 For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill

certification. Until such time as that process is in place, the audit process provided in Section 12.1 shall apply.

12.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. AT&T may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

12.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by AT&T in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution procedures described in Section 16 of the General Terms and Conditions.

12.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

12.1.4 AT&T may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by AT&T for Services and Elements or Combinations provided during the period covered by the audit.

12.1.5 Audits shall be at AT&T's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by AT&T hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.

12.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to AT&T or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse AT&T the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is

actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

12.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.

12.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution procedures described in Section 16 of the General Terms and Conditions.

12.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

13. Performance Measurement

13.1 Performance Measurements, Enforcement Measurements and any applicable enforcement mechanisms shall be as set forth in Attachment 9, incorporated herein by this reference.

13.2 BellSouth shall provide telecommunications services pursuant to Attachment 1 to AT&T for resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides these services to others, including end users.

13.3 BellSouth shall provide, for the facilities and equipment of AT&T, interconnection with BellSouth's network that is at a level of quality that is equal to that which BellSouth provides itself, a subsidiary, an affiliate, or any other third party.

13.4 To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element, provided to

AT&T by BellSouth shall be at least equal in quality to that which BellSouth provides to itself.

14. Force Majeure

14.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, strikes, labor disputes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

14.2 Notwithstanding Subsection 1, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omission of a Party's subcontractors, material persons, suppliers or other third persons providing products or services to such Party unless: (i) there is a Force Majeure condition that affects the performance of said subcontractors, material persons, suppliers or other third persons, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the foregoing, this Section 14 shall not excuse failure or delays where either Party is required to implement Disaster Recovery plans to avoid such failures and delays in performance.

15. Certain Federal, State and Local Taxes

15.1 Definition For purposes of this Section 15, 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 on, or sought to be imposed, either of the

Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 Taxes And Fees Imposed Directly On Either Seller Or Purchaser

15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

15.2.2 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.

15.3 Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller

15.3.1 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.

15.3.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable, to the extent permitted by Applicable law, 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.

15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, 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 be lawfully due, 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 the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue and control the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. 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.

15.3.4 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 or such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

15.3.5 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.

15.3.6 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 thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

15.3.7 Each Party shall 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; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.4 Taxes And Fees Imposed On Seller But Passed On To Purchaser

15.4.1 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.

15.4.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, to the extent permitted by this Section 15 with respect to the billing of services provided hereunder, 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.

15.4.3 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 and with respect to whether to contest the imposition of such

tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

15.4.4 If, after consultation in accordance with the preceding Section 15.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 16 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

15.4.5 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 with the imposing authority, 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

15.4.6 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.

15.4.7 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 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 which purchasing party elects to contest or which purchasing party provides written authorization for the providing party to undertake on behalf of the purchasing party.

15.4.8 Each Party shall 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, such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.5 Mutual Cooperation

In any contest of a tax or fee by one 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. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

16. Dispute Resolution Process

DISAGREE

AT&T LANGUAGE

All disputes, claims or disagreements (collectively "Disputes") arising under or related to this Agreement or the breach hereof shall be resolved in accordance with the procedures set forth in Attachment 14 to this Agreement, except: (i) disputes arising pursuant to the billing provisions contract in Attachment 6; and (ii) disputes or matters for which the Act specifies a particular remedy or procedure. Disputes involving matters subject to the Connectivity Billing provisions contained in Attachment 6, shall

be resolved in accordance with the Billing Disputes section of Attachment 6. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any AT&T Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section nor Attachment 14 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 14.

BST LANGUAGE

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights its may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

17. **Notices**

17.1 Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

Bill Peacock
AT&T
1200 Peachtree St., N.E.
Atlanta, GA 30309

Chief Commercial Attorney
AT&T
Legal Department
1200 Peachtree St., N.E.
Atlanta, GA 30309

If to BellSouth:

Assistant Vice President

AT&T Account Team
Interconnection Services
Suite 410
1960 W. Exchange Place
Tucker, GA 30064

General Attorney-Commercial Unit
BellSouth
Legal Department
675 W. Peachtree St., Suite 4300
Atlanta, GA 30375

17.2 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

18. **Confidentiality and Proprietary Information**

18.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") and identified by the Discloser as Confidential Information in accordance with this Section . All information which is to be treated as Confidential Information under this Agreement shall:

18.1.1 if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and

18.1.2 if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

18.1.3 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

18.2 In addition to any requirements imposed by 47 U.S.C. § 222, for a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no

one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

18.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.

18.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

18.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to

seek and comply with a protective order that covers the Confidential Information to be disclosed.

18.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.

18.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.

18.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

19. Branding

19.1 AT&T shall provide the exclusive interface to AT&T end users, except as AT&T shall otherwise specify. In those instances where AT&T requires BellSouth personnel or systems to interface with AT&T end users, such personnel shall identify themselves as representing AT&T, and shall not identify themselves as representing BellSouth. Except for material provided by AT&T, all forms, business cards or other business materials furnished by BellSouth to AT&T end users shall be subject to AT&T's prior review and approval. In no event shall BellSouth, acting on behalf of AT&T pursuant to this Agreement, provide information to AT&T local service end users about BellSouth products or services. BellSouth agrees to provide in sufficient time for AT&T to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets AT&T's branding requirement. For installation and repair services, AT&T agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). AT&T will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify AT&T of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute AT&T's Leave Behind Material.

20. **Directory Listings Requirements**

20.1 BellSouth shall make available to AT&T, for AT&T subscribers, non discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the following terms and conditions. In no event shall AT&T subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1 BellSouth has delegated certain authority to its affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO"), and has required BAPCO to carry out certain BellSouth obligations imposed by the Act regarding the publication of directories. AT&T and BAPCO have entered into an agreement, which is appended as Attachment 13 to this Agreement and incorporated herein by this reference, regarding BAPCO's treatment of AT&T's end users' directory listing information in directories published by BAPCO. BellSouth shall maintain the Directory Listings database, which includes AT&T's end users' directory listing information, used by BAPCO in publishing such directories in accordance with Section 20.2.1 below. Subject to execution of such agreement between AT&T and BAPCO, BAPCO shall publish directory listings as follows:

20.1.1.1 White Pages Basic Directory Listings. BellSouth shall publish in all BellSouth's white pages Directories at no charge to AT&T or any AT&T Customer one white pages basic Directory Listing for each AT&T Customer for all of such Customer's phone numbers located in the geographic region covered by any white pages Directory. Notwithstanding the foregoing, BellSouth shall not publish any white pages basic Directory Listing for any AT&T Customer whose Directory Listing has been identified as non-published. AT&T will be required to provide to BellSouth the names, addresses and telephone numbers of all AT&T end users that wish to be omitted from directories.

20.1.1.2 Enhanced White Pages Listings. Where BellSouth offers to publish, at no charge, in its white pages directory Enhanced White Pages Listings to its retail end users, BellSouth shall publish such listings, at no charge and under the same terms and conditions, for AT&T for its end users. Where BellSouth charges its retail end users for Enhanced White Pages Listings, BellSouth shall publish such listings under the same terms and conditions to AT&T for its end users at the applicable wholesale discount set forth in Attachment 1.

20.1.1.3 Yellow Pages Basic Directory Listings. Where BellSouth offers to publish in its Yellow Pages Directory free Yellow Pages listings to its

retail end users, BellSouth shall publish such listings, at no charge and under the same terms and conditions to AT&T for its end users. Where BellSouth charges business end users for Yellow Pages basic Directory Listings, BellSouth shall provide one Yellow Pages basic Directory Listing for each AT&T Customer, who subscribes to business services, at BellSouth tariffed rates at the applicable wholesale discount set forth in Attachment 1. BellSouth shall not provide "lead" information on AT&T end users to its Yellow Pages directory publishing Affiliate without written permission from AT&T.

20.1.2 Treatment of Directory Listings. BellSouth shall treat all Directory Listings with the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to AT&T's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings. Directory Listings of AT&T end users shall be alphabetically commingled with the Directory Listings of all other telecommunications carriers, including BellSouth. All Directory Listings published by BellSouth will be as accurate and complete as BellSouth's own listings or those of its Affiliates.

20.1.3 Reserved Rights. AT&T reserves the right to withhold Directory Listing information from BellSouth if BellSouth charges AT&T a rate for inclusion of AT&T's unlisted numbers in the BellSouth directory databases exceeding the BellSouth retail tariffed charge for unlisted numbers.

20.2 Directory Listings Database

20.2.1 Maintenance. BellSouth shall maintain a Directory Listings database that shall include the directory listings of BellSouth, AT&T and any other carrier for whom BellSouth has agreed to publish Directory Listings. AT&T and BellSouth shall cooperate to ensure that Directory Listing information relating to AT&T end user is delivered to BellSouth and reflected in such database in a timely and accurate manner (and in no event in a manner that is less timely or accurate than the manner in which BellSouth's Directory Listings database is updated for information relating to BellSouth's end user). Data should be generated from the local service order process and other data feeds for facility-based carriers and should be subject to the same rigorous edits that are applied to BellSouth local service orders. BellSouth shall use all commercially reasonable efforts to maintain the Directory Listings database in good order. BellSouth shall advise AT&T as soon

as possible, but in no event fewer than six (6) months in advance, of any changes in the maintenance of the Directory Listings database or any mechanisms or interfaces, whether industry standard or not, pursuant to which BellSouth will provide Directory Listings to AT&T.

20.2.2 Third Party Access to Directory Listings Database. AT&T authorizes BellSouth to provide Directory Listings of AT&T end user to third parties on terms and conditions that comport with the Communications Act and the relevant FCC rules and orders and on the same terms and conditions applicable to the release of Directory Listings of BellSouth end users to third parties. This data shall not be used for any other purpose than publishing a directory.

20.2.3 Co-operation. AT&T and BellSouth agree to co-operate in good faith to resolve any issue regarding a Directory Listing raised by an AT&T end user (e.g., publication of a nonpublished Directory Listing, etc.) Upon request by either party, AT&T and BellSouth will in good faith mutually develop a process for escalating and resolving such issues.

21. Insurance Requirements

21.1 At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars ($10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars ($10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

22. Costs

22.1 Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.

23. Disaster Recovery

23.1 The Parties will negotiate within six (6) months of the Effective Date of this Agreement a Disaster Recovery Plan.

24. Miscellaneous

24.1 Delegation or Assignment

24.1.1 BellSouth may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AT&T which will not be unreasonably withheld. Notwithstanding the foregoing, BellSouth may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of AT&T to a 100 percent owned Affiliate company of BellSouth if such Affiliate provides wireline communications, provided that the performance of any such assignee is guaranteed by the assignor. Any prohibited assignment or delegations shall be null and void. In no event shall BellSouth require that this Agreement be assigned to an Affiliate to AT&T in order for such Affiliate to order Services and Elements hereunder.

24.1.2 Transfer of Exchanges

DISAGREE

ATT LANGUAGE

24.1.2 If BellSouth, through a transfer of control or by operation of law, sells, exchanges, swaps, assigns, or transfers ownership or control of a BellSouth telephone exchange (any such transaction, a "Transfer") to a third party (a "Transferee"), BellSouth shall include in the definitive document(s) consummating such Transfer, the following provisions for the Transferee to agree to for the benefit of AT&T:

24.1.2.1 that the Transferee be bound by all of BellSouth's obligations in this Agreement with respect to the BellSouth exchanges which are the subject of the Transfer, (the "Transferred Operations"), including but not limited to, any operating agreements, OSS, performance standards, or ancillary or third party arrangements relating to the provision of services under this Agreement;

24.1.2.2 a representation that the Transfer shall have no impact on the operations or functionality of any of the Services provided under this Agreement to AT&T or its end users;

24.1.2.3 if the Transferee has an existing interconnection agreement with AT&T or any other entity at the time of the Transfer (an "Existing Agreement"), to make available to AT&T the option of having all or any portion of the terms and conditions of any Existing

Agreement govern the Transferee's obligations to AT&T with respect to the Transferred Operations in lieu of the corresponding terms and conditions of this Agreement;

24.1.2.4 that the Transferee waive any claim of rural exemption with respect to the Transferred Operations pursuant to Section 251(f) of the Act or other applicable law; and

24.1.2.5 that the Transferee engage in good faith negotiations with AT&T prior to the expiration of any interconnection agreement governing the Transferred Operations.

24.1.2.6 In addition, BellSouth hereby agrees that in the event of a Transfer, BellSouth shall guarantee the Transferee's performance under this Section 24.1.2.

BST Proposal

~~24.1.2 Transfer of All or Part of BellSouth Telephone Exchanges. If BellSouth, through a transfer of control or by operation of law, sells, exchanges, swaps, assigns, or transfers ownership or control of a BellSouth telephone exchange (any such transaction, a "Transfer") to a third party (a "Transferee"), BellSouth shall include in the definitive document(s) consummating such Transfer, the following provisions for the Transferee to agree to for the benefit of AT&T:~~

~~(i) that the Transferee be bound by all of BellSouth's obligations in this Agreement with respect to the BellSouth exchanges which are the subject of the Transfer, (the "Transferred Operations"), including but not limited to, any operating agreements, OSS, performance standards, or ancillary or third party arrangements relating to the provision of services under this Agreement;~~

~~(ii) a representation that the Transfer shall have no impact on the operations or functionality of any of the Services provided under this Agreement to AT&T or its end users;~~

~~(iii) if the Transferee has an existing interconnection agreement with AT&T or any other entity at the time of the Transfer (an "Existing Agreement"), to make available to AT&T the option of having all or any portion of the terms and conditions of any Existing Agreement govern the Transferee's obligations to AT&T with respect to the Transferred Operations in lieu of the corresponding terms and conditions of this Agreement;~~

~~(iv) that the Transferee waive any claim of rural exemption with respect to the Transferred Operations pursuant to Section 251(f) of the Act or other applicable law; and~~

~~(v) that the Transferee engage in good faith negotiations with AT&T prior to the expiration of any interconnection agreement governing the Transferred Operations.~~

~~24.1.2 In addition, BellSouth hereby agrees that in the event of a Transfer, BellSouth shall guarantee the Transferee's performance under this Section 24.1.2.~~

24.2 Subcontracting

24.2.1 If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliate. In entering into any contract, subcontract or other agreement for the performance of any obligation under this Agreement, the Party shall not enter into any agreement that it would not enter into if the supplier was performing services directly for said Party.

24.3 Nonexclusive Remedies

24.3.1 Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

24.4 No Third-Party Beneficiaries

24.4.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third Parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

24.5 Referenced Documents

24.5.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, BellSouth Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will

include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, BellSouth Practice, or publication of industry standards (unless AT&T elects otherwise). Should there be an inconsistency between or among publications or standards, the Parties shall mutually agree upon which requirement shall apply. If the Parties cannot reach agreement, the matter shall be handled pursuant to Section 16 of the General Terms and Conditions of this Agreement.

24.6 Applicable Law

24.6.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Tennessee other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue.

24.7 Amendments or Waivers

24.7.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any rights granted to them pursuant to the Act.

24.8 Severability

24.8.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

24.9 Entire Agreement

24.9.1 This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

24.10 Survival of Obligations

24.10.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

24.11 Executed in Counterparts

24.11.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

24.12 Headings of No Force or Effect

24.12.1 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.

24.13 Notice of Network Changes

24.13.1 BellSouth shall comply with the requirements of 47 C.F.R. § 51.325, et seq., regarding notice to AT&T of any network change that will affect AT&T's performance or ability to provide service or that will affect BellSouth's interoperability with AT&T. This section shall be construed in accordance with the obligations contained within 47 C.F.R. § 51.325, et. seq.

24.14 Court Ordered Requests for Call Detail Records and Other Subscriber Information

24.14.1 To the extent technically feasible, BellSouth maintains call detail records for AT&T end Users for limited time periods and can respond

to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for AT&T end Users for the same length of time it maintains such information for its own end Users.

24.14.2 AT&T agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to AT&T end Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

24.14.3 Where BellSouth is providing to AT&T telecommunications services for resale or providing to AT&T the local switching function, then AT&T agrees that in those cases where AT&T receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to AT&T end users, if AT&T does not have the requested information, AT&T will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

24.14.4 In all other instances, AT&T will provide AT&T end user and/or other customer information that is available to AT&T in response to subpoenas and court orders for their own end user records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to AT&T end users, BellSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T.

24.15 Filing of Agreement

24.15.1 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act.

24.16 **Other Proceedings**

24.16.1 Upon written request by AT&T, BellSouth agrees to negotiate rates, (if appropriate), terms and conditions to incorporate into this Agreement any obligation or commitment regarding interconnection, resale or access to Network Elements made by BellSouth to any state or federal regulatory authority or the U.S. Department of Justice ("Governmental Body") in connection with any merger or regulatory proceeding regarding BellSouth's obligations under the Act, including 47

U.S.C.§ 271 thereunder. If the Parties cannot reach an agreement regarding the rates, terms and conditions, either Party may, within sixty (60) days after receipt of the request from AT&T, petition the state regulatory commission for resolution of the issue(s). The language to be negotiated and incorporated within this Agreement will be effective consistent with the effective date of the commitment or obligation made by BellSouth to the Governmental Body. AT&T's rights pursuant to this Section 4.2 shall be cumulative with, and not in lieu of or in limitation of, any other rights provided to AT&T under this Agreement.

25. Reservation of Rights

25.1 Execution of the Interconnection Agreement by either Party does not confirm or infer 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). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.	BELLSOUTH TELECOMMUNICATIONS, INC.
By: _____	By: _____
Michelle Augier Vice President Local Services and	Jerry D. Hendrix Sr. Director Wholesale Pricing Operations Access Management
_____ Date	_____ Date

Attachment 1

Resale

TABLE OF CONTENTS

1 DISCOUNT RATES 3

2 DEFINITION OF TERMS 3

3 GENERAL PROVISIONS 3

4 BELLSOUTH'S PROVISION OF SERVICES TO AT&T 8

5 MAINTENANCE OF SERVICES 11

6 ANNOYANCE CALLS 12

7 LINE INFORMATION DATABASE ("LIDB") 12

8 RAO HOSTING 12

9 OPTIONAL DAILY USAGE FILE ("ODUF") 12

10 ENHANCED OPTIONAL DAILY USAGE FILE ("EODUF") 12

EXHIBIT A 15

EXHIBIT B 18

EXHIBIT C 20

RESALE

1. DISCOUNT RATES

1.1 The discount applied to AT&T's purchase of BellSouth Telecommunications services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. The discount shall be applied to the retail rate for the telecommunications service purchased by AT&T. Such discount shall reflect the costs attributable to any marketing, billing, collection and other costs avoided by BellSouth as specified in the Act, by the FCC and the appropriate state public service commission.

2. DEFINITION OF TERMS

2.1 COMPETITIVE LOCAL EXCHANGE COMPANY ("CLEC") means a telephone company certificated by the public service commission to provide local exchange service.

2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; and payment in full of charges incurred.

2.3 DEPOSIT means assurance provided by a Customer of Record in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.4 END USER means the ultimate user of the telecommunications services.

2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.6 RESALE means an activity wherein a CLEC, such as AT&T, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. GENERAL PROVISIONS

3.1 At the request of AT&T and pursuant to the requirements of the Act, AT&T may resell the telecommunications services of BellSouth that BellSouth provides at retail to subscribers who are not telecommunications carriers, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and

incorporated herein by this reference. AT&T may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.1.1 AT&T must resell services to other end users;

3.1.2 AT&T must order services through resale interfaces, i. e., the Local Carrier Service Center ("LCSC") and/or appropriate Resale Account Teams pursuant to Attachment 15 of this Agreement, incorporated herein by this reference; and

3.1.3 AT&T cannot be a CLEC for the single purpose of selling to itself.

3.2 The provision of services by BellSouth to AT&T does not constitute a joint undertaking for the furnishing of any service.

3.3 AT&T will be the Customer of Record for all telecommunications services purchased from BellSouth for the purpose of resale. Except as specified herein, BellSouth will take orders from, bill and expect payment from AT&T for said services.

3.4 AT&T will be BellSouth's single point of contact for all services purchased pursuant to this Attachment 1. BellSouth shall have no contact with the end user except to the extent provided for herein.

3.5 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of AT&T.

3.6 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.7 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. AT&T has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, solely in accordance with BellSouth's practices and procedures and on a non-discriminatory basis.

3.8 For the purpose of the resale of BellSouth's telecommunications services by AT&T, BellSouth will provide AT&T with an on-line access to telephone

numbers pursuant to Attachment 5, Sections 1.2 and 1.3, incorporated herein by this reference.

3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.10 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.11 BellSouth accepts no responsibility to any person for any unlawful act committed by AT&T or its end users as part of providing service to AT&T for purposes of resale or otherwise.

3.12 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

3.12.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or

3.12.2 Impair the privacy of any communications.

3.13 If AT&T utilizes a BellSouth resold telecommunications service in a manner other than which the service was originally intended as described in BellSouth's retail tariffs, AT&T has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

3.14 Facilities and/or equipment utilized by BellSouth to provide service to AT&T remain the property of BellSouth.

3.15 White page directory listings will be provided in accordance with Section 20 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

3.16 BellSouth provides electronic access to customer record information pursuant to Section 2 of Attachment 6, incorporated herein by this reference. Customer record information includes customer specific information in the Customer Record Information System ("CRIS") and the Regional Street Address Guide ("RSAG"). AT&T agrees not to view, copy, or otherwise obtain access to the customer record information of any end user without that end user's permission, and further agrees that AT&T will obtain access to customer record information only in strict compliance with all applicable state and federal laws, rules and regulations.

3.17 All costs incurred by BellSouth to develop and implement the electronic interfaces shall be recovered from CLECs who utilize the services, unless otherwise ordered by the Commission. Charges for the electronic interfaces developed and implemented to access Operational Support Systems functions ("OSS") for accessing customer record information and placing local service requests for resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

3.18 Where available to BellSouth's end users , BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI")
- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

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

3.20 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.21 If AT&T requests a special assembly, AT&T agrees to pay the costs incurred by BellSouth for providing the requested special assembly. The costs will be provided to AT&T prior to providing the service. Such costs could include both recurring and non-recurring charges and shall exclude any costs attributable to any marketing, billing, collection or other costs that will be avoided by BellSouth in providing the service to AT&T.

3.22 Recovery of charges associated with implementing Number Portability shall be as set forth in Section 2.5 of Attachment 5, incorporated herein by this reference.

3.23 BellSouth agrees to notify AT&T electronically of any changes in the terms and conditions under which it offers telecommunications services to end users who are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services

or promotions, at least forty-five (45) days prior to the effective date of any such change, whichever is earlier. AT&T recognizes that certain revisions may occur between the time BellSouth notifies AT&T of a change pursuant to this section and BellSouth's tariff filing of such change. BellSouth shall notify AT&T of such revisions consistent with BellSouth's internal notification process but AT&T accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by AT&T unless caused by the intentional misconduct of BellSouth for the purposes of this section. The notification given pursuant to this section will not be used by either Party to market its offering of such changed services externally in advance of BellSouth filing of any such changes. Any change requiring modifications to BellSouth's electronic interface will be as set forth in Section 1.5 of Attachment 7, incorporated herein by this reference. The notification given pursuant to this section will not be used by either party to market its offering of such changed services externally in advance of BellSouth filing of any such changes.

3.24 BellSouth shall provide 911/E911 for AT&T end users in the same manner that it is provided to BellSouth end users. BellSouth shall provide and validate AT&T end users information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T end users service information in the ALI/DMS data base (Automatic Location Identification/Database Management System) used to support 911/E911 services.

3.25 BellSouth and AT&T shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and AT&T shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

3.26 Pursuant to 47 CFR Section 51.617, BellSouth will bill AT&T end user common line charges identical to the end user common line charges BellSouth bills its end users.

3.27 In general, BellSouth will not become involved in disputes between AT&T and AT&T's end user over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, AT&T shall contact the designated service center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with

AT&T to resolve the matter in as timely a manner as possible. AT&T may be required to submit documentation to substantiate the claim.

4. BELLSOUTH'S PROVISION OF SERVICES TO AT&T

4.1 AT&T agrees that its resale of BellSouth services shall be as follows:

4.1.1 No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services except for a restriction on the resale of cross-class selling and reasonable, nondiscriminatory and narrowly tailored terms, conditions and limitations in the underlying BellSouth tariffs.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider ("IPP") customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by AT&T to establish compliance with the terms and conditions set forth above. Such audit shall not occur more than once in a calendar year. AT&T shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

4.1.4 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's tariffs. Specific tariff features, (e.g., a usage allowance per month), shall not be aggregated across multiple resold services unless specifically provided for in BellSouth's retail tariffs.

4.1.5 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature.

4.1.6 BellSouth will provide AT&T will at least the capability to provide an AT&T end user the same experience as BellSouth provides its own end users with respect to all resold services. The capability provided to AT&T by BellSouth shall be in accordance with standards or other measurements

that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures.

4.2 **CLASS and Custom Features Requirements**

4.2.1 AT&T may purchase the entire set of CLASS and custom features and functions, or a subset of any one or any combination of such features, on an end user -specific basis, without restriction on the minimum or maximum number of lines and features that may be purchased for any one level of service to the extent such restrictions do not apply to BellSouth's retail end users.

4.3 **Voluntary Federal Customer Financial Assistance Programs**

4.3.1 Local telecommunications services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth end user eligible for the Voluntary Federal Customer Financial Assistance Program, or other similar state programs, chooses to obtain local service from AT&T, BellSouth shall forward available information regarding such end user's eligibility to participate in such programs to AT&T, in electronic format in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

4.4 **Hospitality Service**

4.4.1 BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.

4.5 **Blocking Service**

4.5.1 BellSouth shall provide call blocking of 700, 900, and 976 services individually or in any combination upon request, including bill to third party and collect calls from AT&T on a line, trunk, or individual service basis at parity with what BellSouth provides its end users.

4.6 **Routing to Directory Assistance, Operator and Repair Services**

4.6.1 BellSouth shall make available to AT&T the ability to route calls utilizing the customized or compatible signaling protocol:

4.6.1.1 Local directory assistance calls (411, (NPA) 555-1212) dialed by AT&T end users directly to the AT&T directory assistance services platform;

4.6.1.2 Local operator services calls (0+, 0-) dialed by AT&T end users directly to the AT&T local operator services platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the AT&T local operator services platform, using standard operator services dialing protocols of 0+ or 0-; and

4.6.1.3 Repair calls (e.g., 611) dialed by AT&T customers directly to the AT&T repair center.

4.6.2 All routing shall permit AT&T end users to dial the same telephone numbers for AT&T directory assistance, local operator service and repair that similarly situated BellSouth end users dial for reaching equivalent BellSouth services.

4.6.3 BellSouth branding is the default service level.

4.6.4 Unbranding, custom branding, and self-branding require AT&T to order customized routing for each originating BellSouth end office identified by AT&T. Rates for customized routing are set forth in Exhibit C of this Attachment, incorporated herein by reference.

4.6.5 Custom branding and self-branding require AT&T to order dedicated trunking from each BellSouth end office identified by AT&T, to either the BellSouth Traffic Operator Position System ("TOPS") or AT&T operator service provider. Rates for trunks are set forth in either applicable BellSouth tariffs or Exhibit A of Attachment 2, incorporated herein by reference

4.6.6 Unbranding – Unbranded directory assistance and/or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by AT&T to the BellSouth TOPS. These calls are routed to "no announcement."

4.6.7

4.7 **Busy Line Verification and Emergency Line Interrupt**

4.7.1 Where BellSouth does not route operator services traffic to AT&T's platform, BellSouth shall perform BLV/ELI for AT&T on resold BellSouth lines. Where BellSouth routes operator services traffic to AT&T's platform, BellSouth shall provide BLV/ELI services when requested by AT&T operators.

4.8 **Directory Assistance and Operator Services**

4.8.1 Where BellSouth provides directory assistance service on behalf of AT&T, it shall be at the same level of directory assistance service available to BellSouth end users. If requested by AT&T, BellSouth will provide AT&T directory assistance service under the AT&T brand. Where not technically feasible, such calls will be unbranded.

4.8.2 Where BellSouth provides operator services on behalf of AT&T, it shall be at the same level of service available to BellSouth end users. BellSouth will provide service in accordance with all applicable state requirements for operator services.

4.8.3 Upon request, BellSouth agrees to provide AT&T operator services branded as an AT&T call. Where not technically feasible, such calls will be unbranded.

4.8.4 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to AT&T end users:

4.8.4.1 Instant credit on calls, as provided to BellSouth end users ; and

4.8.4.2 Routing of calls to AT&T when requested via existing Operator Transfer Service ("OTS").

5. MAINTENANCE OF SERVICES

5.1 AT&T and BellSouth will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding between AT&T and BellSouth dated February 3, 1997, or as amended, incorporated herein by this reference, regarding maintenance and installation of service.

5.2 Services resold pursuant to this Attachment 1 shall be maintained by BellSouth.

5.3 AT&T or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface used, except with the written consent of BellSouth.

5.4 BellSouth will bill AT&T for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail end users for the same services

5.5 BellSouth reserves the right to contact AT&T's end users on AT&T's behalf, if deemed necessary, for maintenance purposes.

5.6 BellSouth shall ensure that all BellSouth representatives who receive inquiries regarding AT&T services when providing services on behalf of AT&T: (i) refer such inquiries to AT&T at a telephone number provided by AT&T; (ii) provide AT&T supplied telephone numbers to callers who inquire about AT&T services or products; (iii) do not in any way disparage or discriminate against AT&T, or its products or services; and (iv) do not provide information about BellSouth products or services.

6. ANNOYANCE CALLS

6.1 BellSouth will continue to process calls made to the annoyance call center and will advise AT&T when it is determined that annoyance calls are originated from one of its end user's locations. BellSouth shall be indemnified, defended and held harmless by AT&T and/or the end user against any claim, loss or damage arising from providing this information to AT&T. It is the responsibility of AT&T to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

7. LINE INFORMATION DATABASE ("LIDB")

7.1 The Parties' agreement relating to LIDB storage is included in Exhibit A to Attachment 6 of this Agreement, incorporated herein by this reference.

8. RAO HOSTING

8.1 The Parties' agreement relating to RAO Hosting is included in Exhibit B to Attachment 6 of this Agreement, incorporated herein by this reference.

9. OPTIONAL DAILY USAGE FILE ("ODUF")

9.1 The Parties' agreement relating to ODUF is included in Exhibit C to Attachment 6 of this Agreement, incorporated herein by this reference.

10. ENHANCED OPTIONAL DAILY USAGE FILE ("EODUF")

10.1 The Parties' agreement relating to EODUF is included in Exhibit D of Attachment 6 of this Agreement, incorporated herein by this reference.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by AT&T for the purposes of resale to AT&T end users shall be available at the following discount off of the retail rate. If AT&T cancels an order for telecommunications services for the purposes of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the General Subscriber Services Tariff and the Private Line Service Tariff.

	DISCOUNT*		
STATE	**RESIDENCE**	**BUSINESS**	**CSAs*** **
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When AT&T provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if AT&T provides its own operator services and directory services, the discount shall be 21.56%. AT&T must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

RATES FOR INTERFACE TO OPERATIONAL SUPPORT SYSTEMS

BellSouth has developed and made available the following mechanized systems by which AT&T may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an electronic interface ordering charge as specified in the Table below. Such charges will not be refunded if the order is canceled. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON"). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

INTERFACE RATES	Electronic Per LSR received from the CLEC by one of the interactive electronic interfaces	Manual Per LSR received from the CLEC by means other than one of the interactive electronic interfaces
Interface LSR Charge	**DISAGREE** **AT&T PROPOSAL** **$500 NRC per first 1,000 orders per month, $110 for next 1,000 orders per month** **BS PROPOSAL** **$3.50 per month**	**DISAGREE** **AT&T PROPOSAL** **$0** **BS PROPOSAL** **$19.99 per month**
USOC	SOMEC	SOMAN

Note: In addition to the electronic interface charges, applicable discounted service order and related discounted charges apply per the tariff.

DENIAL/RESTORAL ELECTRONIC INTERFACE CHARGE

In the event AT&T provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

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

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

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

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

Applicable Notes:

1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2 (Georgia) CSAs are available for resale at the same terms and conditions offered to BellSouth's customers.
3 Where available for resale, promotions will be made available only to customers who would have qualified for the promotion had it been provided by BellSouth directly.
4 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, AT&T is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, AT&T shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. AT&T must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. AT&T is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that AT&T may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.
5 AdWatch℠ Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.
6 In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
   (a) the stated tariff rate, less the wholesale discount;
   (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

Customized routing, per unique line class code, per request, per switch	USOC	AL	FL	GA	KY	LA	MS
NRC	USRC			$180.62			
NRC – Incremental Charge – Manual Service Order			NA	$18.94	NA	NA	

Customized routing, per unique line class code, per request, per switch	USOC	NC	SC	TN
NRC	USRC			$179.60
NRC – Incremental Charge – Manual Service Order		NA		NA

ATTACHMENT 2

NETWORK ELEMENTS AND COMBINATIONS

TABLE OF CONTENTS

1. INTRODUCTION 3

2. NETWORK ELEMENTS AND COMBINATIONS 3

3. LOCAL LOOPS 11

4. NETWORK INTERFACE DEVICE 20

5. SUBLOOPS 21

6. SWITCHING CAPABILITIES 29

7. OPERATOR SERVICE AND DIRECTORY SERVICE 39

8. INTEROFFICE TRANSMISSION FACILITIES 44

9. SIGNALING NETWORKS AND CALL-RELATED DATABASES 49

10. SERVICE MANAGEMENT SYSTEMS 59

11. TRUNK INTERFACE REQUIREMENTS 61

EXHIBIT A Prices for Network Elements

EXHIBIT B Prices for Combinations of Network Elements

EXHIBIT C Calling Name Delivery Database Service

NETWORK ELEMENTS AND COMBINATIONS

1. Introduction

1.1 This Attachment sets forth the Network Elements and Combinations that BellSouth agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the Network Elements and Combinations are described below in this Attachment 2. The prices for the Network Elements and Combinations are set forth in Exhibit A of this Attachment 2.

1.1.1 BellSouth agrees to provide to AT&T access to and AT&T agrees to utilize Network Elements and Combinations in accordance with effective rules and regulations of the FCC or Commission. The Parties further agree that should such rules and regulations become vacated or stayed, that the Parties shall conform this Attachment 2 accordingly.

2. Network Elements and Combinations

2.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the following Network Elements: local loops; network interface devices; subloops; switching capabilities; interoffice transmission facilities; operations support systems functions; signaling networks; access to call-related databases; and service management systems, as set forth in this Attachment 2. BellSouth shall offer operator services and directory assistance pursuant to the rates, terms and conditions contained within this Attachment.

2.2 BellSouth shall provide to AT&T for the provision of a telecommunications service, non-discriminatory access to Network Elements at any technically feasible point on terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of the Agreement.

2.3 BellSouth will permit AT&T to interconnect AT&T's facilities or facilities provided to AT&T by an ILEC or by third parties with each of BellSouth's Network Elements at any point designated by AT&T that is technically feasible. Any request by AT&T to interconnect at a point

not previously established (i) in accordance with the terms of the Agreement or (ii) under any arrangement BellSouth may have with another telecommunications carrier, shall be subject to the process set forth in Attachment 14 of this Agreement, incorporated herein by this reference.

2.4 BellSouth will provide Network Elements and Combinations to AT&T via a standard interface that allows the Network Elements and Combinations to operate within the appropriate technical specification unless another technically feasible interface is agreed to by the Parties. AT&T, at its option, may designate other interfaces using the process set forth in Attachment 14 of this Agreement, incorporated herein by this reference.

2.5 AT&T may use one or more Network Elements and Combinations to provide to itself, its affiliates and to AT&T end users any feature, function, capability or service option that such Network Elements and Combinations are technically capable of providing or any feature, function, capability or service option that is described in the Telcordia and other industry standard technical references.

2.6 In addition to Combinations furnished by BellSouth to AT&T hereunder, BellSouth shall permit AT&T to combine any Network Element or Network Elements provided by BellSouth with another Network Element, other Network Elements or Access Services obtained from BellSouth or with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T end users.

2.7 Except upon request by AT&T, BellSouth shall not separate requested Network Elements that BellSouth currently combines.

2.7.1 **DISAGREE**

BELLSOUTH PROPOSAL

For the purposes of this Agreement, Network Elements shall be deemed to be currently combined in BellSouth's network when such elements are in fact combined by BellSouth to provide service to a particular end user at a particular location. The combinations listed on Exhibit B of this Attachment, incorporated herein by this reference, are combinations that when currently combined may be ordered by AT&T by use of a single USOC.

AT&T PROPOSAL

Currently combined Network Elements are defined as elements that BellSouth ordinarily combines in its own network in the

manner in which they are typically combined. AT&T may order Combinations of typically combined elements, even if the particular elements being ordered are not actually, physically connected at the time the order is placed. Combinations that meet the definition of this section 2.7.1 are identified in Exhibit B of this Attachment.

2.8 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a digital signal cross connect or light guide cross connect panel or a main distribution frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where BellSouth provides Combinations to AT&T, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined Network Elements. Except upon request by AT&T, BellSouth shall not separate requested Network Elements that BellSouth currently combines.

2.9 **DISAGREE**

BELLSOUTH PROPOSAL

BellSouth shall provide Combinations that conform to the definition as set forth in section 2.7.1 of this Attachment at the rate set forth in Exhibit B of this Attachment, incorporated herein by this reference. Should a Combination conform to said definition but not conform to a Combination with a rate delineated in Exhibit B, the appropriate rate for said Combination shall be the sum of the rates of the Network Elements as set forth in Exhibit A that comprise said Combination.

AT&T PROPOSAL

BellSouth shall not charge AT&T an interconnection fee or demand other consideration for directly interconnecting any Network Element or Combination to any other Network Element or Combination provided by BellSouth to AT&T if BellSouth directly interconnects the same Network Elements or Combinations in providing any service to its own end users or a BellSouth affiliate, including the use of intermediary devices, such as a digital cross connect panel, to perform such interconnection.

2.9.1 **DISAGREE**

BELLSOUTH PROPOSAL

AT&T may request that BellSouth provide a Combination that does not meet the definition set forth in section 2.7.1, provided however, that the Parties have previously negotiated the rates,

terms and conditions for such combinations as a separate Attachment to this Agreement. To the extent that BellSouth has previously provided the requested Combination to a third party, AT&T may adopt, pursuant to 47 U.S.C. §252(i), the appropriate provisions of the third party's agreement with BellSouth.

AT&T PROPOSAL

~~**AT&T may request that BellSouth provide a Combination that does not meet the definition set forth in section 2.7.1, provided however, that the Parties have previously negotiated the rates, terms and conditions for such combinations as a separate Attachment to this Agreement. To the extent that BellSouth has previously provided the requested Combination to a third party, AT&T may adopt, pursuant to 47 U.S.C. §252(i), the appropriate provisions of the third party's agreement with BellSouth.**~~

2.10 Attachment 2 of this Agreement describes the Network Elements that AT&T and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Network Element. Upon AT&T's identification of a new or revised Network Element, it shall make a request pursuant to Attachment 10 to this Agreement, incorporated herein by this reference.

2.11 Replacement of Services with UNE.

DISAGREE

AT&T PROPOSAL

2.12.1 As part of its obligation to offer Network Elements to AT&T, BellSouth shall permit AT&T to substitute Network Elements and/or Combinations providing identical functionality for any telecommunications services, including but not limited to, access service purchased by AT&T pursuant to either contract or tariff.

2.12.2 Any substitution of Network Elements and/or Combinations for services shall be subject to all of the requirements of this Attachment 2 that are applicable to AT&T's purchase of Network Elements and Combinations from BellSouth, and shall include without limitation the following:

2.12.2.1 When any existing service employed by AT&T is replaced with Network Elements and/or Combinations, BellSouth shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except at the request of AT&T.

2.12.2.2 Charges for the conversion of an existing service to Network Elements and/or Combinations, if any, shall be set forth in Exhibit A to this Attachment, and should not include charges for any other functions, including without limitation nonrecurring charges that would otherwise apply to orders for Network Elements that are newly installed.

2.12.3 AT&T may request the conversion of any existing service to Network Elements and/or Combinations by submitting a written or electronic notice including, if applicable, the circuit identification or other information sufficient to identify the services to be converted, and may request any number of conversions in a single notice. AT&T shall not be required to submit separate LSRs or ASRs for each service to be converted for the same end user account. BellSouth shall facilitate all conversions requested by AT&T without disruption of service.

2.12.4 BellSouth agrees that with respect to all Network Elements and/or Combinations substituted for telecommunications services:

2.12.4.1 Except where AT&T specifically requests that BellSouth physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by BellSouth of notice from AT&T, and recurring charges set forth in Exhibits A or B of this Attachment applicable to Network Elements and/or Combinations shall apply as of such date where AT&T specifically requests that BellSouth physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring changes set forth in Exhibits A or B of this Attachment applicable to Network Elements shall apply effective upon the earlier of (i) the date on which BellSouth completes the requested work or (ii) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether BellSouth has in fact completed such work. BellSouth shall bill the date prior to the date on which billing at Network Element rates commences pursuant to this section.

2.12.4.2 In addition to any other performance requirements applicable pursuant to Attachment 9 of this Agreement, BellSouth shall

provide service quality (including without limitation mean time to repair) for the Network Elements use to provide the service being replaced at a level no less favorable to AT&T than the level of service BellSouth provides for the service being replaced (or any other BellSouth service of comparable functionality.)

2.12.5 **In recognition of the fact that AT&T's continued payments to BellSouth for use of Network Elements shall compensate BellSouth for its investment in the facilities originally used to provide services to AT&T, in the event that the termination of any service that is converted to Network Elements would otherwise affect AT&T's ability to satisfy any term or volume requirements applicable to existing services pursuant to tariff or contract, any lawful termination liabilities or other requirements shall be limited in the following ways:**

2.12.5.1 **For requirements based on the purchase by AT&T of specific aggregate volumes of services from BellSouth, the purchase price paid by AT&T to BellSouth for the Network Elements that replace any service shall be included in the calculation of AT&T purchases that apply toward such volume requirements.**

2.12.5.2 **For tariffs or contracts requiring minimum service terms for individual services ordered by AT&T, any lawful penalty for early termination shall be reduced by subtracting from the otherwise applicable lawful penalty an amount equal to (i) the otherwise applicable lawful penalty, multiplied by (ii) a fraction equal to (A) the recurring fixed or usage-based charges to be payable by AT&T for the Network Elements that replace the service following the conversion, divided by (B) the recurring fixed or usage-based charges that were payable by AT&T for the service being replaced prior to the conversion. For example, if the recurring monthly charges for an service prior to the conversion had been $100, the recurring monthly charges for the Network Elements following the conversion will be $60, and the otherwise applicable lawful termination penalty would be $10, the termination penalty shall be reduced to $4 [or $10-$10 (60/100].**

BELLSOUTH PROPOSAL

~~**2.12.1** **As part of its obligation to offer Network Elements to AT&T, BellSouth shall permit AT&T to substitute Network Elements and/or Combinations providing identical functionality for any telecommunications services, including but not limited to access service purchased by AT&T pursuant to either contract or tariff.**~~

~~2.12.2 Any substitution of Network Elements and/or Combinations for services shall be subject to all of the requirements of this Attachment 2 applicable to AT&T's purchase of Network Elements and Combinations from BellSouth, and shall include without limitation the following:~~

~~2.12.2.1 When any existing service employed by AT&T is replaced with Network Elements and/or Combinations, BellSouth shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except at the request of AT&T.~~

~~2.12.2.2 Charges for the conversion of an existing service to Network Elements and/or Combinations, if any, shall be set forth in Exhibit A to this Attachment, and should not include charges for any other functions, including without limitation nonrecurring charges that would otherwise apply to orders for Network Elements that are newly installed.~~

~~2.12.3 AT&T may request the conversion of any existing service to Network Elements and/or Combinations by submitting a written or electronic notice including, if applicable, the circuit identification or other information sufficient to identify the services to be converted, and may request any number of conversions in a single notice. AT&T shall not be required to submit separate LSRs or ASRs for each service to be converted for the same end user account. BellSouth shall facilitate all conversions requested by AT&T without disruption of service.~~

~~2.12.4 BellSouth agrees that with respect to all Network Elements and/or Combinations substituted for telecommunications services:~~

~~2.12.4.1 Except where AT&T specifically requests that BellSouth physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by BellSouth of notice from AT&T, and recurring charges set forth in Exhibits A or B of this Attachment applicable to Network Elements and/or Combinations shall apply as of such date where AT&T specifically requests that BellSouth physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring changes set forth in Exhibits A or B of this Attachment applicable to Network Elements shall apply effective upon the earlier of (i) the date on which BellSouth completes the requested work or (ii) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether BellSouth has in~~

~~fact completed such work. BellSouth shall bill the date prior to the date on which billing at Network Element rates commences pursuant to this section.~~

~~2.12.4.2 In addition to any other performance requirements applicable pursuant to Attachment 9 of this Agreement, BellSouth shall provide service quality (including without limitation mean time to repair) for the Network Elements use to provide the service being replaced at a level no less favorable to AT&T than the level of service BellSouth provides for the service being replaced (or any other BellSouth service of comparable functionality.)~~

~~2.12.5 In recognition of the fact that AT&T's continued payments to BellSouth for use of Network Elements shall compensate BellSouth for its investment in the facilities originally used to provide services to AT&T, in the event that the termination of any service that is converted to Network Elements would otherwise affect AT&T's ability to satisfy any term or volume requirements applicable to existing services pursuant to tariff or contract, any lawful termination liabilities or other requirements shall be limited in the following ways:~~

~~2.12.5.1 For requirements based on the purchase by AT&T of specific aggregate volumes of services from BellSouth, the purchase price paid by AT&T to BellSouth for the Network Elements that replace any service shall be included in the calculation of AT&T purchases that apply toward such volume requirements.~~

~~2.12.5.2 For tariffs or contracts requiring minimum service terms for individual services ordered by AT&T, any lawful penalty for early termination shall be reduced by subtracting from the otherwise applicable lawful penalty an amount equal to (i) the otherwise applicable lawful penalty, multiplied by (ii) a fraction equal to (A) the recurring fixed or usage-based charges to be payable by AT&T for the Network Elements that replace the service following the conversion, divided by (B) the recurring fixed or usage-based charges that were payable by AT&T for the service being replaced prior to the conversion. For example, if the recurring monthly charges for an service prior to the conversion had been $100, the recurring monthly charges for the Network Elements following the conversion will be $60, and the otherwise applicable lawful termination penalty would be $10, the termination penalty shall be reduced to $4 [or $10-$10 (60/100].~~

2.12 **Standards for Network Elements**

2.12.1 **BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. [OPEN-BST]**

2.12.2 If one or more of the requirements set forth in this Agreement are in conflict, the Parties shall mutually agree on which requirement shall apply. If the Parties cannot reach agreement, the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

2.12.3 The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to AT&T shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself. Detailed performance standards and measurements for Network Elements are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.

2.12.4 Except as otherwise specified by law, BellSouth shall not impose any limitations, restrictions or requirements on requests for or use of Network Elements or Combinations that would impair the ability of AT&T to offer a telecommunications service in the manner AT&T intends, provided such use does not impede or impair the use of BellSouth's network by BellSouth or any other telecommunications carrier utilizing said network.

3. Local Loops

3.1 Definition

3.1.1 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop Demarcation Point at an end-user's premise, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of such transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

3.1.2 The provisioning of service to AT&T will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in Collocation Space. These cross-connects are not considered part of the loop. The purchase of such cross-connects shall be pursuant to Attachment 4, incorporated herein by this reference.

3.1.3 BellSouth will offer unbundled voice-grade loops ("UVL") Service Level Two ("SL2").

3.1.4 Line Conditioning. The rates for line conditioning shall be as set forth in Exhibit A of this Attachment 2 incorporated herein by this reference. BellSouth shall condition lines required to be unbundled wherever AT&T requests, whether or not BellSouth offers advanced services to the end-user on that loop.

3.1.4.1 Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

3.1.4.2 In so far as it is technically feasible, BellSouth shall test and report trouble for all the features, functions and capabilities of conditioned lines, and may not restrict testing to voice-transmission only.

3.1.5 As a chargeable option on all loops except UCL, BellSouth will offer Order Coordination Time Specific ("OC-TS"). This will allow AT&T the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per appropriate local service request basis

3.1.6 SL2 loops shall have test points, will be designed with a design layout record ("DLR") provided to AT&T, and will be provided with order coordination ("OC"). The OC feature will allow AT&T to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

3.1.7 AT&T will be responsible for isolating troubles on SL2 loops. Once AT&T has isolated a trouble to the BellSouth provided loop, AT&T will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its end users.

3.1.8 If AT&T reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge AT&T for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.

3.1.9 BellSouth will also offer unbundled digital loops ("UDL"). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.

3.1.10 AT&T will be responsible for isolating troubles on UDL. Once AT&T has isolated a trouble to the BellSouth provided loop, AT&T will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

3.1.11 If AT&T reports a trouble on a UDL and no trouble actually exists, BellSouth will charge AT&T for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.

3.1.12 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop ("UCL"). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - short and long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when AT&T wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

3.1.13 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. Order Coordination ("OC") will be offered as a chargeable option on all UCL loops. OC-TS will not be offered on UCLs.

3.1.14 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. AT&T may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of AT&T's choosing. AT&T will determine the type of service that will be provided over the loop.

3.1.15 **DISAGREE**

AT&T PROPOSAL

~~**Because the UCL shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, AT&T agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that will apply to its ADSL and HDSL unbundled loop offerings. BellSouth**~~

~~shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL.~~

BST PROPOSAL

Because the UCL shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, AT&T agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that will apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL.

3.1.16 The UCL shall be provided to AT&T in accordance with BellSouth's Technical Reference 73600.

3.2 Provisioning and Coordinated Cutovers

DISAGREE

BST PROPOSAL

3.2.1 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by AT&T utilizing a SL2 local loop provided by BellSouth to AT&T; a SL2 local loop provided by BellSouth to AT&T with interim or local number portability; stand alone interim number portability ordered by AT&T; and any other Service or Element that requires project coordination as set forth in this Agreement or in the BellSouth local number portability guidelines.

3.2.2 AT&T shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation within the interval set forth in this Agreement. When AT&T desires to dictate a specific time for the coordinated cutover of a local loop ordered, AT&T shall do so by requesting on the Local Service Request, Order Coordination – Time Specific and paying the appropriate rate set forth in Exhibit A, incorporated herein by this reference.

3.2.3 Any coordinated conversion and associated translations requirements shall be performed so as to limit end user service outage. In all other instances of coordination the procedures set forth in this section shall apply.

3.2.4 For the purposes of coordinated cutovers, BellSouth shall contact AT&T 24 to 48 hours prior to the conversion due date. At this contact the Parties shall agree upon a conversion time. AT&T

and BellSouth shall use best efforts to ensure that the actual conversion activity will occur within 30 minutes of the previously agreed upon conversion time.

3.2.5 **BellSouth will perform the appropriate preservice testing to determine whether AT&T dial tone is being delivered to the appropriate connecting point, which may be, if appropriate, a cross connect or tie cable between BellSouth's main distribution frame and AT&T's collocation space. The timing of the preservice testing is dependent upon the actual interval of the Service or Element being provided by BellSouth to AT&T, but in any event, will be completed within 24 hours of the agreed upon conversion time. Where a field visit is required to provision the local loop, BellSouth will test the local loop to the Network Interface Device. AT&T may request that BellSouth perform testing to the Network Interface Device when a field visit is not required for provisioning the local loop, however, AT&T shall be billed for such testing at the time and materials rate set forth in BellSouth's General Subscriber Services Tariff.**

3.2.6 **If, at the conclusion of the preservice testing, BellSouth cannot verify that AT&T dial tone is being delivered to the appropriate connecting point, it will contact AT&T and work cooperatively to determine and alleviate the cause of the failure.**

3.2.7 **BellSouth will advise AT&T at completion of the conversion or turn up of new services, in order for AT&T to accept or reject the services being provisioned.**

3.2.8 **Any billing credits waivers of service charges or billing of charges for failure to perform a coordinated cutover pursuant to the procedures set forth in this section shall be as set forth in Attachment 6, incorporated herein by this reference.**

AT&T PROPOSAL

3.2.1 **The following coordination procedures shall apply for new unbundled Loops and the conversions (from BellSouth to AT&T) of end users with active retail service to a service configuration where AT&T employs Loop UNE (hereinafter referred to as "hot cuts"):**

3.2.1.1 **AT&T shall request unbundled Loops from BellSouth by delivering to BellSouth a valid Service Order using BellSouth electronic ordering platform (as cooperatively designed and implemented to meet the minimum requirements for information exchange needed to order and provision services to certified**

local exchange carriers and enhanced to support industry standards as developed for interconnection services) or another mutually agreed upon system. Within two (2) business days of BellSouth's receipt of a Service Order, BellSouth shall provide AT&T the firm order commitment ("FOC") date according to the applicable Performance Interval Dates set forth in Attachment 9 of this Agreement by which the Loop(s) covered by such Service Order will be installed.

3.2.1.2 BellSouth agrees to accept from AT&T at the time the service request is submitted for scheduled conversion of hot cut unbundled Loop orders, a desired date, including but not limited to weekend dates, and time (the "Scheduled Conversion Time") in the "A.M." (12:01 midnight to 12:00 noon) or "P.M." (12:01 noon to 12:00 midnight) (as applicable, the "Conversion Window") for the hot cut. BellSouth shall promptly acknowledge receipt of AT&T's request for a Scheduled Conversion Time, and shall also promptly advise AT&T as to whether or not such Scheduled Conversion Time will be met by BellSouth. If the Scheduled Conversion Time requested by AT&T is not doable, in its response to AT&T, BellSouth shall advise as to an appropriate Scheduled Conversion Time that BellSouth will meet.

3.2.1.3 BellSouth shall test for dial tone supplied by the AT&T switch to the designated pair assignment by testing through the tie cable provisioned between BellSouth main distributing frame and the AT&T expanded interconnection. Such testing shall be completed by BellSouth no later than forty-eight (48) hours prior to the Scheduled Conversion Time. No later than twenty-four (24) hours prior to the Scheduled Conversion Time, BellSouth shall notify AT&T that BellSouth's test for dial tone has been completed, regardless of the result of such test. If BellSouth finds no dial tone, BellSouth shall immediately notify AT&T of this finding and promptly seek to rectify the situation so that dial tone is provided.

3.2.1.4 Either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "New Conversion Time"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

3.2.1.4.1 If BellSouth requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

3.2.1.4.2 **If AT&T requests the New Conversion Time, AT&T shall be assessed a records change charge if the request was made twenty four (24) hours in advance of the scheduled cut. If the requested change is within twenty-four (24) hours, of the desired conversion time, AT&T agrees to compensate BellSouth for the time it has spent readying the circuit for conversion. This charge will be calculated using BellSouth labor charges in ¼ hour increments for the time BellSouth technician was standing by to perform the conversion.**

3.2.1.5 **Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement. If AT&T has ordered INP with the installation of a UNE Loop, BellSouth will co-ordinate the implementation of INP with the Loop conversion during the above stated intervals at no additional charge.**

3.2.1.6 **When AT&T calls in an order to be tested, BellSouth's field technician shall test for dial tone to any extended demarcation point at the customer's premises that may be associated with that order. If BellSouth performs such testing for its customers, the charge to AT&T shall be the same as that which BellSouth bills its customers for extended demarcation-testing service. If BellSouth does not perform such testing for its customers, the charge to AT&T shall be on a time and materials basis calculated by multiplying the hourly rate for maintenance service set forth in Exhibit A of this Attachment times each quarter-hour expended by BellSouth's field technician to perform the work requested by AT&T.**

3.2.1.7 **If as the result of end user actions (e.g., Customer not ready ["CNR"]), BellSouth cannot complete requested work activity when a technician has been dispatched to the site, AT&T will be assessed a non-recurring labor charge associated with this visit. This charge will be calculated using BellSouth labor charges in one quarter (¼) hour increments for the time BellSouth technician was standing by to perform the cut.**

3.3 Technical Requirements

3.3.1 BellSouth shall offer Loops capable of providing the following:

3.3.1.1 2-wire analog voice grade Loop provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of

analog voice grade (nominal 300 to 3300 Hz) signals and using either Loop-start or ground start signaling;

3.3.1.2 4-wire analog voice grade Loop provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3300 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: Loop-start, ground-start, Loop-reverse-battery, duplex, and no signaling. ~~UCL with BellSouth shall offer a no signaling option~~.

3.3.1.3 2-wire ISDN digital grade Loop provides a channel with 2-wire interfaces at each end that is suitable for the transport of 144 kbps digital services using the ISDN 2B1Q line code;

3.3.1.4 AT&T will be responsible for providing BellSouth with a Service Profile Identifier ("SPID") associated with a particular ISDN-cable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service;

3.3.1.5 ADSL/HDSL capable Loop – an ADSL/HDSL capable Loop is a basic Loop (2 or 4-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An ADSL/HDSL capable Loop provided by BellSouth shall be designed to CSA guidelines and are expected to support ADSL and HDSL; and

3.3.1.6 4-wire DS-1 Loop provides a channel with 4-wire interfaces at each end. Each 4-wire channel may be equipped with DS-1 Loop repeaters suitable for the transport of 1.544 mbps digital signals simultaneously in both directions using PCM line code and will terminate on a smart jack. **[OPEN – BST]**

3.3.2 [In those instances where the Loop facilities available to serve the end user passes through a digital Loop carrier equipment located between the end user premises and the serving network locations and such equipment prevents AT&T from deploying xDSL capabilities of equivalent quality to those offered by BellSouth or its affiliates, to the extent technically feasible BellSouth must provide AT&T with the following options:

3.3.2.1 a Loop without intervening transmission equipment that meets industry standard electrical characteristics suitable for supporting xDSL capabilities as specified by AT&T;

3.3.2.2 access to a Loop facility and appropriate collocation space in the remote terminal; and

3.3.2.3 a Loop equipped by BellSouth with all electronics, including but not limited to ATM transport, necessary to provide xDSL capabilities of equivalent quality to those deployed by BellSouth or its affiliates.] **[OPEN-AT&T]**

3.3.3 **DISAGREE**

AT&T PROPOSAL

At the written request of either Party, the Parties shall negotiate one or more amendments to this Attachment addressing issues relating to line sharing in connection with deployment of advanced services by the Parties.

BST PROPOSAL

The following provisions shall apply until the Parties negotiate a line sharing arrangement pursuant to the effective rules and regulations of the FCC. At such time, the Parties will amend these provisions to reflect their agreement.

3.3.3.1 In cases in which AT&T has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.

3.3.3.2 AT&T, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to CLEC-1's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. AT&T will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

3.3.3.3 In addition, AT&T recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that AT&T has placed on the loop. If this occurs, BellSouth will work cooperatively with AT&T to restore the circuit to its previous modified status as quickly as possible. AT&T will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

3.4 **Integrated Digital Loop Carriers**

3.4.1 If AT&T requests one or more loops served by an Integrated Digital Loop Carrier system ("IDLC"), BellSouth shall unbundle the IDLC-delivered loop, as soon as practicable, using one of the following alternative arrangements: (1) utilize existing Next Generation Digital Loop Carrier ("NGDLC") facilities; (2) utilize existing Universal Digital Loop Carrier ("UDLC"); (3) utilize existing cooper facilities that serve the distribution area or allocate new copper feeder pairs to the distribution area if spare capacity is available in the feeder route or carrier serving area; (4) utilize spare capacity of existing Integrated Network Access system or other existing IDLC that is terminated on a digital cross-connect system; (5) utilize side-door/hairpin capability of switch peripheral if the serving IDLC is terminated on a peripheral with those capabilities, or if spare capacity is available on a switch peripheral; (6) activate new IDLC or NGDLC capacity to the distribution area; or (7) convert some existing IDLC capacity to UDL. These alternative arrangements will be used where available to permit AT&T to order a Loop and to provide AT&T with the capability to serve end users at the same level BellSouth provides its retail customers, to the extent technically feasible.

4. Network Interface Device ("NID")

4.1 Definition

4.1.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the end user's premises. The NID features two independent chambers or divisions that separate the service provider's network from the on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

4.1.2 BellSouth shall permit AT&T to connect AT&T's loop facilities to on-premises wiring through BellSouth's NID or at any other technically feasible point.

4.2 **Access to Network Interface Device**

4.2.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), AT&T may access the subscriber's inside wire by any of the following means:

4.2.1.1 BellSouth shall allow AT&T to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise.

4.2.1.2 Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or

4.2.1.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or

4.2.1.4 Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., AT&T, its agent, the building owner or the end user). Such charges will be billed to the requesting Party.

4.2.1.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors without state regulatory requirements and without providing prior notice to the other Party and without properly grounding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting Party to properly ground the other Party's loop, to maintain the NID and to assume full liability for its actions and for any adverse consequences that may result.

4.2.2 In no case shall either Party remove or disconnect ground wires from the other Party's NID, enclosures, or protectors.

4.2.3 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.

4.2.4 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with AT&T to develop specific procedures to establish the most effective means of implementing this section.

4.3 **Technical Requirements**

4.3.1 The NID shall provide an accessible point of interconnection for the on-premise wiring, for BellSouth's facilities, for the Subloop Distribution and/or cross connect to AT&T's NID, and shall maintain a connection to ground.

4.3.2 The NID shall be capable of transferring electrical analog or digital signals between the on-premise wiring and the Subloop Distribution and/or cross connect to AT&T's NID, consistent with the NID's function at the Effective Date of this Agreement.

4.3.3 Where a BellSouth NID exists, it is provided in its "as is" condition. AT&T may request BellSouth do additional work to the NID at the time and materials charges set forth in the appropriate BellSouth tariff.

4.3.4 When AT&T deploys its own local loops with respect to multiple-line termination devices, AT&T shall specify the quantity of NID connections it requires within such device.

5. Subloops

5.1 Definitions

5.1.1 Subloop. The subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device ("NID"), the minimum point of entry ("MPOE"), the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface ("FDI").

5.1.2 Inside Wire. Inside wire is defined as all loop plant owned by BellSouth on end-user customer premises as far as the point of demarcation as defined in 47 C.F.R § 68.3, including the loop plant near the end-user customer premises. AT&T may access the inside wire subloop at any technically feasible point including, but not limited to, the NID, the MPOE, the single point of interconnection, the pedestal, or the pole.

5.1.3 Subloop elements include, but are not limited to, the following: Distribution, including inside wire; Concentration Multiplexing Functionality; and Feeder.

5.2 Subloop Distribution

5.2.1 Definition

5.2.1.1 [Subloop Distribution provides connectivity between the NID and the terminal block on the end user side of a FDI and can be accessed at any technically feasible point, including but not limited to, a pole or pedestal, a NID, a MPOE, or single point of interconnection. The FDI is a device that terminates the Subloop Distribution and the Subloop

Feeder. This termination and cross-connect field may be in the form of an outside plant distribution closure or remote terminal. House and riser cable that extends from BellSouth's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-unit building is also classified as a portion of Subloop Distribution. Subloop Distribution will be provisioned as 2-wire or 4-wire circuits and will include a NID.] **[OPEN-BST]**

5.2.1.2 [Subloop Distribution will be copper twisted pair, coaxial cable, or single or multi-mode fiber optic cable. A Combination that includes two or more of these media is also possible. Where BellSouth constructs a single point of interconnection in a multiunit installation in accordance with 47 CFR 51.319(a)(2)(E), BellSouth shall provide a copper twisted pair even in instances where the Subloop Distribution for services that BellSouth offers is other than a copper facility in accordance with Section 5.2.5 of this Attachment. In other circumstances, BellSouth shall provide to AT&T, upon request, a copper twisted pair even in instances where the Subloop Distribution for services that BellSouth offers is other than a copper facility,] [OPEN-BST] [and in such circumstances, the special construction process will be used to determine the cost for placing new copper facilities.] **[OPEN-AT&T] [OPEN-BST]**

5.2.2 Requirements for Subloop Distribution

5.2.2.1 Subloop distribution shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

5.2.2.2 BellSouth will provide the infrastructure necessary to provision, test, and maintain subloop distribution as set forth in Attachment 7 of this Agreement, incorporated herein by this reference.

5.2.2.3 BellSouth shall offer Subloop Distribution together with the NID.

5.2.2.4 Upon request, BellSouth shall provide line conditioning for Subloop Distribution pursuant to Section 3.1.4 of this Attachment 2 and at the rates set forth in Exhibit A of this Attachment 2, all incorporated herein by this reference.

5.2.2.5 Subloop Distribution shall be provided on an unbundled basis if technically feasible in conformance with the relevant applicable interface requirements set forth in the industry standard technical references.

5.2.3 Single Unit & Multiunit Installation

5.2.3.1 In the case of BellSouth facilities serving a single unit installation (e.g. a single residence or single business location), Subloop Distribution consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI and can be accessed at any technically feasible point.

5.2.3.2 [In the case of BellSouth facilities serving multiple unit installations, e.g., apartments, condominiums, office buildings and office complexes, Subloop Distribution shall be furnished to AT&T, depending on the location at which AT&T intends to interconnect its facilities, in one of the following three elements, as requested by AT&T, at the appropriate rate set forth in Exhibit A to this Attachment:

5.2.3.2.1 Subloop Distribution. This is the entire Subloop Distribution element which includes all facilities from a terminal block on the customer side of a FDI up to and including the end-user's point of demarcation; or

5.2.3.2.2 Intrabuilding Network Cable (INC). This is a portion of the Subloop Distribution element that consists of those facilities from the single point of interconnection or MPOE to and including the end-user's point of demarcation; or

5.2.3.2.3 Network Terminating Wire (NTW). This is a portion of the INC that consists of those facilities, including house and riser cable as defined herein, extending from the BellSouth wiring closet, garden terminal or other cross-connect distribution point to the end user's point of demarcation. House and riser cable refers to those portions of NTW that are located inside a building containing multiple end users' premises. NTW is the last segment of the field-side loop facilities which, in multi-end user configurations, represents the point at which the network last branches out to serve individual end users.] [OPEN – BST]

5.2.4 Requirements

5.2.4.1.1 BellSouth shall be required to relinquish the first NTW pair and make it available to AT&T unless BellSouth is using the first NTW pair to concurrently serve the end user requesting service from AT&T. When BellSouth is using the first NTW pair to provide concurrent service, BellSouth will offer to AT&T spare pairs that are available to an end user's premises.

5.2.4.1.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional

lines in an end user's premise, in response to a request from such end user, AT&T agrees to surrender its unused spare pair(s) upon request by BellSouth.

5.2.4.1.3 If an end user of AT&T desires to receive local exchange service from a telecommunications service provider who is not a Party to this Agreement, and such third party telecommunications service provider needs access to the BellSouth NTW to provide local exchange service to the end user, then AT&T agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

5.2.5 **Single Point of Interconnection**

DISAGREE

BELLSOUTH PROPOSAL

BellSouth shall provide a single point of interconnection at the garden terminal or wiring closet for AT&T to access the Network Terminating Wire. The SPOI will be provided at the rates set forth in Exhibit A to this Attachment.

AT&T PROPOSAL

BellSouth shall provide a single point of interconnection at multiunit premises that is suitable for use by multiple carriers. AT&T's employees and agents shall have direct access to the single point of interconnection without the necessity of coordinating such efforts with BellSouth's employees or agents. This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If a single point of interconnection does not exist that can be feasibly accessed by AT&T, BellSouth must construct a single point of interconnection that will be fully accessible and suitable for use by multiple carriers.

5.3 **Subloop Concentration Multiplexing Functionality**

5.3.1 Where facilities permit, BellSouth will provide to AT&T the ability to concentrate its subloops onto multiple DS1s back to the BellSouth central office.

5.3.2 **Definition**

5.3.2.1 The Subloop Concentration Multiplexing Functionality: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth

signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (*e.g.*, analog to digital and digital to analog signal conversion); and (5) where available, performs electrical to optical (E/O) conversion.

5.3.2.2 The Subloop Concentration Multiplexing Functionality may be provided through a Digital Loop Carrier ("DLC") system, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

5.3.3 Technical Requirements

5.3.3.1 The Subloop Concentration Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the AT&T distribution media to the BellSouth feeder media. BellSouth's feeder media can be copper, coaxial (if deployed) or fiber. To the extent unbundling involves "concentration," BellSouth and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities. If concentration ratios are established which result in reengineering of the facilities, special construction charges will apply.

5.3.3.2 When BellSouth provides a Subloop Concentration Multiplexing Functionality or Loop repeaters, BellSouth shall provide power for subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

5.3.3.3 The Subloop Concentration Multiplexing Functionality shall be provided to AT&T in accordance with applicable industry standard technical references.

5.3.3.4 The Subloop Concentration Multiplexing Functionality shall continuously monitor protected circuit packs and redundant common equipment in the same manner which BellSouth provides such functionality to itself.

5.3.3.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

5.3.3.6 The Subloop Concentration Multiplexing Functionality shall be capable of performing its functions on the signals needed to provide telecommunications services capable of being transmitted through said Subloop Concentration Multiplexing Functionality.

5.3.3.7 BellSouth shall provide power for the Subloop Concentration Multiplexing Functionality, through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office, where BellSouth provides such functionality to itself.

5.3.3.8 With the Effective Date of this Agreement, Subloop Concentration Multiplexing Functionality, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of AT&T's subloops to be concentrated onto multiple DS1s. System B will allow an additional 96 of AT&T's subloops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the BSWC is known as a feeder interface. Except where the Subloop Concentration Multiplexing Functionality is currently combined with other Network Elements. All DS1 feeder interfaces will terminate to AT&T's Collocation Space within the BSWC that serves the RT where AT&T's subloops are connected. Subloop Concentration Multiplexing Functionality service is offered with or without concentration and with or without a protection DS1. If BellSouth deploys a different technology for Subloop Concentration Multiplexing Functionality in its network, the Parties will negotiate rates, terms and conditions for AT&T's access to such Subloop Concentration Multiplexing Functionality.

5.3.3.9 If technically feasible, BellSouth shall provide AT&T access to the Subloop Concentration Multiplexing Functionality in response to a specific AT&T request. Otherwise, AT&T would be required to place a cross-box, remote terminal, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow AT&T's subloops to then be placed on the Subloop Concentration Multiplexing Functionality.

5.3.3.10 The Subloop Concentration Multiplexing Functionality shall be provided to AT&T in accordance with applicable industry standard technical references.

5.3.3.11 BellSouth shall provide AT&T real time performance and alarm data that may affect AT&T's traffic, if and when technically feasible and to partition such data for AT&T where feasible.

5.3.3.12 At AT&T's option BellSouth shall provide AT&T with real time ability to initiate non service-affecting tests on the underlying device that provides Subloop Concentration Multiplexing Functionality.

5.4 Subloop Feeder

5.4.1 Definition

5.4.1.1 The Subloop Feeder is the Network Element that provides connectivity between (1) a FDI associated with Subloop Distribution and a termination point appropriate for the media in a central office, or (2) a Subloop Concentration Multiplexing Functionality provided in a remote terminal and a termination point appropriate for the media in a central office. If technically feasible, BellSouth shall provide AT&T physical access to the FDI, and the right to connect the Subloop Feeder to the FDI in response to a specific AT&T request. Otherwise, BellSouth shall provide the necessary cabling between BellSouth's equipment (i.e., FDI) and AT&T's equipment.

5.4.1.2 The physical medium of the Subloop Feeder may be copper twisted pair, coaxial (if deployed), or single or multi-mode fiber. In certain cases, BellSouth must provide a copper twisted pair loop even in instances where the medium of the Subloop Feeder for services that BellSouth offers is other than a copper facility, and in such cases, the special construction process will be used to determine the cost of placing new copper facilities.

5.4.2 Requirements for Subloop Feeder

5.4.2.1 The Subloop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, or analog radio frequency signals, where available in BellSouth's network.

5.4.2.2 BellSouth shall provide appropriate power for all active elements in the Subloop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery back-up when the equipment is located in an outside plant RT, where BellSouth provides such functionality to itself.

5.4.3 Additional Requirements for Special Copper Subloop Feeder Medium

5.4.3.1 In addition to requirements set forth in Section 5.4.2 above, and where available in the BellSouth network, AT&T may require BellSouth to provide copper twisted pair Subloop Feeder which is unfettered by any intervening equipment (e.g. filters, load coils, and range extenders), so that AT&T can use these Subloop Feeders for a variety of services by attaching appropriate terminal equipment at the ends.

5.4.4 Additional Technical Requirements for DS1 Conditioned Subloop Feeder

5.4.4.1 In addition to the requirements set forth in Section 6.2 above, and where available in the BellSouth network, AT&T may designate that the Subloop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the applicable industry standard technical references.

5.4.5 Additional Technical Requirements for Optical Subloop Feeder

5.4.5.1 Where available in BellSouth's network AT&T may designate that Subloop Feeder will transport DS3 and OCn (where n is defined in the industry standard technical reference). The requirements for such transport are defined in the applicable industry standard technical references.

5.4.6 Interface Requirements

5.4.6.1 If AT&T desires access to unbundled Subloop Feeder in a BellSouth Central Offices, the Subloop Feeder point of termination (POT) will be as follows:

5.4.6.1.1 Copper twisted pairs shall terminate on the MDF;

5.4.6.1.2 DS1 Subloop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and

5.4.6.1.3 Fiber Optic cable shall terminate on a LGX.

6. Switching Capabilities

6.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 6.3 of this Attachment 2, to AT&T for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to AT&T for the provision of a telecommunications service only in the limited circumstance described in Section 6.6.9 of this Attachment 2.

6.2 Except as otherwise provided for herein, BellSouth shall not impose any restrictions on AT&T regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of BellSouth's network by BellSouth or any other telecommunications carrier.

6.3 Local circuit switching Capability, including Tandem Switching Capability.

6.3.1 Definition

6.3.1.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which, include but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to, customer calling custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; and (D) switching provided by remote switching module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.

6.3.1.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for AT&T when AT&T serves end users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro/Winston-Salem/High Point, NC; Nashville, TN; and New Orleans, LA; and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

DISAGREE

AT&T PROPOSAL

6.3.1.3 BellSouth is not required to provide local circuit switching capability with respect to the fourth and any subsequent two (2) wire voice-grade loops that AT&T uses in combination with local circuit switching to provide retail local voice service to a single end user account name, at a single physical end user location (including a single tenant building or a single unit within a MDU or MTU) from a BellSouth central office in the MSAs listed in Section 6.3.1.2; provided however, that AT&T shall be entitled to purchase

local circuit switching pursuant the rates set forth in Exhibit A to this Attachment for the first, second, and third lines to provide and/or continue providing telecommunications service to a single end user despite the addition of a fourth line and subsequent lines.

BST PROPOSAL

~~6.3.1.3 BellSouth is not required to provide local circuit switching capability with respect to the fourth and any subsequent two (2) wire voice-grade loops that AT&T uses in combination with local circuit switching to provide retail local voice service to a single end user account name, at a single physical end user location (including a single tenant building or a single unit within a MDU or MTU) from a BellSouth central office in the MSAs listed in Section 6.3.1.2; provided however, that AT&T shall be entitled to purchase local circuit switching pursuant the rates set forth in Exhibit A to this Attachment for the first, second, and third lines to provide and/or continue providing telecommunications service to a single end user despite the addition of a fourth line and subsequent lines.~~

AT&T PROPOSAL

6.3.1.4 In the event that AT&T orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office in the MSA's listed in Section 6.3.1.2 above, BellSouth's sole recourse shall be to charge AT&T a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge AT&T the local services resale rate for use of all Combinations used to provide the affected facilities to AT&T.

BST PROPOSAL

~~6.3.1.4 In the event that AT&T orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office listed on Exhibit _, BellSouth's sole recourse shall be to charge AT&T a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge AT&T the local services resale rate for use of all Combinations used to provide the affected facilities to AT&T.~~

6.3.1.5 When BellSouth provides the local circuit switching, BellSouth will provide to AT&T, upon request, customized routing (selective routing) of calls: (i) to a requested directory assistance services platform; (ii) to a requested operator services platform; **[(iii) for AT&T's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by AT&T] [OPEN BST]** or (iv) to a repair center. AT&T end users may use the same dialing arrangements as BellSouth end users. BellSouth shall allow AT&T to commingle local and toll OS and/or DA traffic on existing OS and/or FGD trunks. Customized routing will include but not be limited to the customized routing of inter-switch traffic on an NPA-NXX basis to a port other than the standard routing used by BellSouth.

6.4 **AIN Customized (Selective) Carrier Routing**

6.4.1 BellSouth will provide AIN customized carrier routing at the request of AT&T. AIN customized carrier routing will provide AT&T with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

6.4.2 AT&T shall order AIN customized carrier routing through its Account Team. AIN customized carrier routing must first be established regionally and then on a per central office, per state basis.

6.4.3 AIN customized carrier routing is not available in DMS 10 switches.

6.4.4 Where AIN customized carrier routing is utilized by AT&T, the routing of AT&T 's end user calls shall be pursuant to information provided by AT&T and stored in BellSouth's AIN customized carrier routing service control point database. AIN customized carrier routing shall utilize a set of line class codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN customized carrier routing is established.

6.4.5 Upon ordering of AIN customized carrier routing regional service, AT&T shall remit to BellSouth the regional service order non-recurring charges set forth in Exhibit A of this Attachment. There shall be a non-recurring end office establishment charge per office due at the addition of each central office where AIN customized carrier routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment. For each AT&T end user activated, there shall be a non-recurring end user establishment charge as set for in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of Attachment 6, incorporated herein by this reference. AT&T shall pay the AIN customized carrier routing per query charge set forth in Exhibit A of this Attachment.

6.4.6 The regional service order non-recurring charge will be non-refundable and will be paid with ½ coming up-front with the submission of all fully completed required forms, including: regional customized carrier routing order request-Form A, central office AIN customized carrier routing order request-Form B, AIN_SCR central office identification form-Form c, AIN_SCR routing options selection forms-Form D, and routing combinations table-Form E. BellSouth ahs 30 days to respond to the client's fully completed firm order as a regional service order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining ½ of the regional service order payment must be paid when at least 90% of the central office listed on the original order have been turned up for service.

6.4.7 The non-recurring end office establishment charge will be billed to the client following our normal monthly billing cycle for this type of order.

6.4.8 End user establishment orders will not be turned-up until the 2nd payment is received for the regional service order. The non-recurring end user establishment charges will be billed to the client following our normal monthly billing cycle for this type of order.

6.4.9 Additionally, the AIN customized routing per query charge will be billed to the client following the normal billing cycle for per query charges.

6.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc. will be billed accordingly per contracted rates.

6.5 Technical Requirements

6.5.1.1 Local Switching shall be at least equal to the requirements for Local Switching set forth in the applicable industry standard technical references.

6.5.1.2 BellSouth's local switch shall maintain translations necessary to direct AIN queries for selected lines and dialing sequences to the AT&T SS7 network.

6.5.1.3 BellSouth's local switch shall accept mutually agreeable AIN responses from the AT&T SCP via SS7 network interconnection then continue call handling according to instructions contained in the response.

6.5.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

6.5.1.5 BellSouth shall activate service for an AT&T customer or network interconnection on any of the local circuit switching interfaces. This

includes provisioning changes to change a customer from BellSouth's services to AT&T's services without loss of switch feature functionality as defined in this Agreement.

6.5.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

6.5.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact local circuit switching.

6.5.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

6.5.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.

6.5.1.10 For local circuit switching used as 911 Tandems, BellSouth shall allow interconnection from AT&T local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point (PSAP).

6.5.1.11 Special services provided by BellSouth will include the following:

6.5.1.11.1 Essential service lines;

6.5.1.11.2 Telephone service prioritization;

6.5.1.11.3 Related services for handicapped;

6.5.1.11.4 Soft dial tone where required by law; and

6.5.1.11.5 Any other service required by law.

6.5.1.12 BellSouth shall provide Switching Service Point ("SSP") capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch ("STPS"). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

6.5.1.13 BellSouth shall provide interfaces to adjuncts in accordance with the technical specifications set forth in the applicable industry standard technical references. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

6.5.1.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to AT&T, upon a reasonable request from AT&T. AT&T will pay BellSouth for all costs incurred to provide such performance data through the process set forth in Section 13 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

6.5.1.15 BellSouth shall offer to AT&T all AIN triggers which are supported by BellSouth for offering AIN-based services in accordance with the technical specifications set forth in the applicable industry standard technical references. Triggers that are currently available include:

6.5.1.15.1 Off-hook immediate,

6.5.1.15.2 Off-hook delay,

6.5.1.15.3 Termination attempt,

6.5.1.15.4 3/6/10 Public office dialing plan,

6.5.1.15.5 Feature code dialing, and

6.5.1.15.6 Customer dialing plan.

6.5.1.16 When additional triggers are supported by BellSouth, BellSouth will make these triggers available to AT&T:

6.5.1.16.1 Private EAMF trunk,

6.5.1.16.2 Shared interoffice trunk (EAMF, SS7),

6.5.1.16.3 N11, and

6.5.1.16.4 Automatic route selection.

6.5.1.17 If an AT&T end-user subscribes to AT&T provided voice mail and messaging services, BellSouth shall redirect incoming calls to the AT&T system based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings) through dedicated trunks provided by AT&T. In addition, BellSouth shall provide a Standard Message Desk Interface-Enhanced (SMDI-E) interface to the AT&T system. BellSouth shall support the Inter-switch Voice Messaging Service (IVMS) capability.

6.6 Tandem Switching

6.6.1 Definition

6.6.1.1 The Tandem Switching Capability is defined as:

6.6.1.1.1 Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;

6.6.1.1.2 The basic switch trunk function of connecting trunks to trunks; and

6.6.1.1.3 The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited to, call recording, the routing of calls to operator services, and signaling conversion features.

6.6.1.2 BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by AT&T, the results and reports of the testing shall be made immediately available to AT&T.

6.6.1.3 BellSouth shall maintain AT&T's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

6.6.1.4 BellSouth shall control congestion points and network abnormalities. Congestion control provided or imposed on AT&T traffic shall be at parity with controls being provided or imposed on BellSouth traffic (e.g., BellSouth shall not block AT&T traffic and leave its traffic unaffected or less affected).

6.6.1.5 Tandem Switching shall process originating toll-free traffic received from an AT&T local switch.

6.6.1.6 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

6.6.1.7 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem Switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

6.7 **[Technical Requirements**

6.7.1 **Tandem Switching shall have the same capabilities or equivalent capabilities as those described in the applicable industry standard technical references.**

6.7.2 **BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by AT&T, the results and**

reports of the testing shall be made immediately available to AT&T.

6.7.3 **BellSouth shall maintain AT&T's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.**

6.7.4 **BellSouth shall control congestion points and network abnormalities. Congestion control provided or imposed on AT&T traffic shall be at parity with controls being provided or imposed on BellSouth traffic (e.g., BellSouth shall not block AT&T traffic and leave its traffic unaffected or less affected.)**

6.7.5 **Tandem Switching shall process originating toll-free traffic received from an AT&T local switch.**

6.7.6 **In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.**

6.7.7 **[The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem Switching shall provide all the functionality required of each of those Network Elements in this Agreement.] [OPEN TO BST]**

6.7.8 Interface Requirements

6.7.8.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

6.7.8.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

6.7.8.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

6.7.8.4 Tandem Switching shall interconnect with AT&T's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At AT&T's request, Tandem Switching shall record and keep records of traffic for billing.

6.7.9 Packet Switching

6.7.9.1 Definition

6.7.9.2 Packet Switching Capability. The packet switching capability Network Element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

6.7.9.3 The ability to terminate copper loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

6.7.9.4 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

6.7.9.5 The ability to extract data units from the data channels on the loops: and

6.7.9.6 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

6.7.9.7 BellSouth shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

6.7.9.7.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

6.7.9.7.2 There are no spare copper loops capable of supporting the xDSL services AT&T seeks to offer;

6.7.9.7.3 BellSouth has not permitted AT&T to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the AT&T obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319(b); and

6.7.9.7.4 BellSouth has deployed packet switching capability for its own use.

6.7.9.7.5 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

7. [Operator Service and Directory Assistance Service

7.1 **BellSouth shall provide operator services and directory assistance on an unbundled basis at the rates set forth in Exhibit A to this Attachment only where BellSouth does not offer to AT&T customized (selective) routing or compatible signalling protocol. In cases where AT&T requests operator services and directory assistance and BellSouth offers customized (selective) routing, BellSouth and AT&T will negotiate the rates, terms and conditions of said operator services and directory assistance services.] [OPEN – AT&T]**

7.1.1 **[BellSouth and AT&T will jointly test BellSouth's capability to provide customized (selective) routing as described in this Attachment. If this test demonstrates that customized (selective) routing is not provided at parity with that routing provided by BellSouth to itself, the Parties agree to negotiate terms and conditions for BellSouth's provision to AT&T of Operator Services and Directory Assistance as Network Elements.] [OPEN-BST]**

7.2 **[When BellSouth provides of Operator Services and Directory Assistance as Network Elements to AT&T pursuant to Section 7.1.1. above, Sections 7.2.1 and 7.2.2 below shall apply.] [OPEN-BST]**

7.2.1 **[Operator Systems**

7.2.1.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

7.2.1.2 Operator Service

7.2.1.2.1 Definition. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

7.2.1.2.2 Requirements

7.2.1.2.2.1.1 When AT&T requests BellSouth to provide Operator Services, the following requirements apply:

7.2.1.2.2.1.2 BellSouth shall complete 0+ and 0- dialed local calls.

7.2.1.2.2.1.3 BellSouth shall complete 0+ intraLATA toll calls.

7.2.1.2.2.1.4 BellSouth shall process calls that are billed to AT&T end user's calling card that can be validated by BellSouth.

7.2.1.2.2.1.5 BellSouth shall complete person-to-person calls.

7.2.1.2.2.1.6 BellSouth shall complete collect calls.

7.2.1.2.2.1.7 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

7.2.1.2.2.1.8 BellSouth shall complete station-to-station calls.

7.2.1.2.2.1.9 BellSouth shall process emergency calls.

7.2.1.2.2.1.10 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

7.2.1.2.2.1.11 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

7.2.1.2.2.1.12 BellSouth shall process operator-assisted directory assistance calls.

7.2.1.2.2.1.13 BellSouth shall adhere to equal access requirements, providing AT&T local end users the same IXC access as provided to BellSouth end users.

7.2.1.2.2.1.14 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to AT&T that BellSouth provides for its own operator service.

7.2.1.2.2.1.15 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

7.2.1.2.2.1.16 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by AT&T.

7.2.1.2.2.1.17 BellSouth shall provide a feed of customer call records in "EMI" format to AT&T in accordance with CLEC ODUF standards specified in Attachment 6.

7.2.1.2.3 Interface Requirements

7.2.1.2.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of AT&T, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

7.2.1.3 Directory Assistance Service

7.2.1.3.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

7.2.1.3.2 Requirements

7.2.1.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by AT&T's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, AT&T may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

7.2.1.3.3 Directory Assistance Service Updates

7.2.1.3.3.1 BellSouth shall update end user listings changes daily. These changes include:

7.2.1.3.3.1.1 New end user connections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users;

7.2.1.3.3.1.2 End user disconnections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users; and

7.2.1.3.3.1.3 End user address changes: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users;

7.2.1.3.3.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

7.2.1.4 Branding for Operator Call Processing and Directory Assistance

7.2.1.4.1 **The BellSouth Operator Systems Branding Feature provides a definable announcement to AT&T end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows AT&T to have its calls custom branded with AT&T's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.**

7.2.1.4.2 **BellSouth offers four service levels of branding to AT&T when ordering Directory Assistance and/or Operator Call Processing.**

7.2.1.4.2.1 **Service Level 1 - BellSouth Branding**

7.2.1.4.2.2 **Service Level 2 - Unbranded**

7.2.1.4.2.3 **Service Level 3 - Custom Branding**

7.2.1.4.2.4 **Service Level 4 - Self Branding (applicable only to AT&T for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).**

7.2.1.5 **For Resellers and Use with an Unbundled Port**

7.2.1.5.1 **BellSouth Branding is the Default Service Level.**

7.2.1.5.1.1 **Unbranding, Custom Branding, and Self Branding require AT&T to order selective routing for each originating BellSouth end office identified by AT&T. Rates for Selective Routing are set forth in this Attachment.**

7.2.1.5.1.2 **Customer Branding and Self Branding require AT&T to order dedicated trunking from each BellSouth end office identified by AT&T, to either the BellSouth Traffic Operator Position System (TOPS) or AT&T Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.**

7.2.1.5.1.3 **Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by AT&T to the BellSouth TOPS. These calls are routed to "No Announcement."**

7.2.1.6 **For Facilities Based Carriers**

7.2.1.6.1 **All Service Levels require AT&T to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS**

Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

7.2.1.6.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which AT&T requires service.

7.2.1.6.3 Directory Assistance customized branding uses:

7.2.1.6.3.1 the recording of the name;

7.2.1.6.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

7.2.1.6.4 Operator Call Processing customized branding uses:

7.2.1.6.4.1 the recording of the name;

7.2.1.6.4.2 the front-end loading of the DRAM in the TOPS Switch;

7.2.1.6.4.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

7.2.1.6.4.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

7.2.1.6.5 **BellSouth will provide to AT&T purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. AT&T end users may use the same dialing arrangements as BellSouth end users, but obtain a AT&T branded service.] [OPEN-AT&T/BST]**

8. Interoffice Transmission Facilities

8.1 BellSouth shall:

8.1.1 Provide AT&T, upon request, exclusive use of interoffice transmission facilities dedicated to a particular end user or carrier, or use the features, functions, and capabilities of interoffice transmission facilities shared by more than one end user or carrier;

8.1.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that AT&T, upon request, could use to provide telecommunications services; and

8.1.3 Permit, to the extent technically feasible, AT&T, upon request, to connect such interoffice facilities to equipment designated by AT&T, including but not limited to, AT&T's collocated facilities.

8.2 **Shared Transport**

8.2.1 Definition

8.2.1.1 Shared Transport is defined as transmission facilities shared by more than one telecommunications carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches in BellSouth's network.

8.2.2 Technical Requirements

8.2.2.1 Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for central office to central office connections in accordance with the applicable industry standard technical references.

8.2.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for central office to central office connections in accordance with the applicable industry standard technical references.

8.2.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

8.2.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

8.3 **Dedicated Transport**

8.3.1 Definition

8.3.1.1 Dedicated transport is defined as BellSouth transmission facilities, including all technically feasible capacity-related services, including but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

8.3.1.2 BellSouth will, to the extent technically feasible, permit AT&T to obtain the functionality provided by BellSouth's digital cross-connect systems

in the same manner that BellSouth provides such functionality to interexchange carriers.

8.3.1.3 Local Channel

8.3.1.3.1 The Local Channel is the dedicated transmission path between AT&T's point of presence and the BSWC .

8.3.1.3.2 Local Channels may be used for either switched or non-switched traffic. Rates for Local Channels are contained in Exhibit A of this Attachment 2

8.3.1.4 Technical Requirements

8.3.1.4.1 This Section sets forth technical requirements for all Dedicated Transport.

8.3.1.4.2 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS1, DS3, STS-1) shall be dedicated to AT&T designated traffic.

8.3.1.4.3 BellSouth shall offer Dedicated Transport in all documented bandwidth interfaces used within BellSouth's network, including, but not limited to, DS1, DS3, and SONET transport systems and SONET (SDH).

8.3.1.4.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for end user interface to central office connections in the technical reference set forth in the applicable industry standard technical reference.

8.3.1.4.5 For DS3 circuits, STS-1 circuits, and higher rate circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for end user interface to central office connections in the technical reference set forth in the applicable industry standard technical reference.

8.3.1.4.6 When requested by AT&T, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

8.3.1.4.7 When physical diversity is requested by AT&T, BellSouth shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by AT&T). BellSouth shall take appropriate steps to assure physical diversity continues to be provided for the duration of the period that AT&T

employs or until such time that AT&T notifies BellSouth that physical diversity is no longer required.

8.3.1.4.8 Upon AT&T's request, BellSouth shall provide nondiscriminatory performance monitoring and alarming.

8.3.1.4.9 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

8.3.1.4.9.1 DS1 (Extended SuperFrame-ESF); [OPEN-AT&T]

8.3.1.4.9.2 **DS3 (signal shall be framed); [OPEN-AT&T]**

8.3.1.4.9.3 SONET standard interface rates in accordance with the applicable industry standard technical references; and

8.3.1.4.9.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

8.3.1.4.10 When Dedicated Transport is provided as a system, BellSouth shall design the system according to BellSouth's [AT&T's] network infrastructure to allow for the termination points specified by AT&T. [OPEN-AT&T]

8.3.1.4.11 Upon AT&T's request, BellSouth shall provide AT&T with electronic provisioning control of AT&T rings. As system development allows, BellSouth shall provide this functionality in other transport systems (e.g. linear transport systems.) [OPEN-BST]

8.3.1.5 Technical Requirements for Dedicated Transport using SONET technology.

8.3.1.5.1 This Section sets forth additional technical requirements for Dedicated Transport using SONET technology including rings, point-to-point systems, and linear add-drop systems.

8.3.1.5.2 All SONET Dedicated Transport provided as a system shall:

8.3.1.5.2.1 Be synchronized from both a primary and secondary Stratum 1 level timing source.

8.3.1.5.2.2 Provide SONET standard interfaces.

8.3.1.5.2.3 Support the following performance requirements for each circuit (STS-1, DS1, DS3, etc.):

8.3.1.5.2.3.1 No more than 10 errored seconds per day; and

8.3.1.5.2.3.2 No more than 1 severely errored second per day.

8.3.1.5.3 All SONET rings shall:

8.3.1.5.3.1 Support dual ring interworking per SONET Standards.

8.3.1.5.4 To the extent technically feasible, BellSouth shall provide the necessary redundancy in optics, electronics, and transmission paths (including intra-office wiring) such that no single failure will cause a service interruption.

8.3.1.5.5 Provide the ability to disable ring protection switching at AT&T's direction (selective protection lock-out), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.

8.3.1.5.6 Provide the ability to use the protection channels to carry traffic (extra traffic), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.

8.3.1.5.7 Provide 50 millisecond restoration unless a ring protection delay is set to accommodate dual ring interworking schemes.

8.3.1.5.8 Have settable ring protection switching thresholds that shall be set in accordance with AT&T's specifications.

8.3.1.5.9 Provide revertive protection switching with a settable wait to restore delay with a default setting of 5 minutes. This requirement applies to line switched rings only.

8.3.1.5.10 Provide non-revertive protection switching. This requirement applies to path switched rings only.

8.3.1.5.11 Adhere to the following availability requirements:

8.3.1.5.11.1 **For any circuit through the ring, no more than 3.5 minutes of unavailability per month. [OPEN-BST/AT&T]**

8.3.1.5.11.2 **For any circuit through the ring, no more than 10 minutes of unavailability per year. [OPEN-BST/AT&T]**

8.3.1.5.12 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry standard technical references.

8.4 **DARK FIBER**

8.5 **Definition**

8.5.1 **DISAGREE**

AT&T PROPOSAL

Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable **which may have lightwave repeater (regenerator or optical amplifier)** equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

BST PROPOSAL

Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable ~~**which may have lightwave repeater (regenerator or optical amplifier)**~~ equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

8.6 **Requirements**

8.6.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to AT&T.

8.6.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at AT&T's request subject to time and materials charges.

8.6.3 AT&T may test the quality of the Dark Fiber to confirm its usability and performance specifications.

8.6.4 BellSouth shall use its best efforts to provide to AT&T information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from AT&T ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation,

BellSouth shall hold such requested Dark Fiber for AT&T's use and may not allow any other party to use such media, including BellSouth.

8.6.5 BellSouth shall use its best efforts to make Dark Fiber available to AT&T within thirty (30) business days after it receives written confirmation from AT&T that the Dark Fiber previously deemed available by BellSouth is wanted for use by AT&T. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable AT&T to connect or splice AT&T provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

8.6.6 Dark fiber shall meet the manufacturers' design specifications.

8.6.7 AT&T may splice and test Dark Fiber obtained from BellSouth using AT&T or AT&T designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

9. Signaling Networks and Call-Related Databases

9.1 BellSouth shall provide AT&T access to signaling networks, call-related databases, and service management systems on an unbundled basis for the provision of a telecommunications service.

9.2 Signaling Networks

9.2.1 Signaling networks include, but are not limited to, signaling links and signaling transfer points. When AT&T purchases unbundled switching capability from BellSouth, BellSouth shall provide access to its signaling network from that switch in the same manner in which it obtains access itself. BellSouth shall provide AT&T with its own switching facilities access to BellSouth's signaling network for each of the AT&T switches. This connection shall be made in the same manner as BellSouth connects one of its own switches to a signaling transfer point.

9.2.2 Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between AT&T-designated Signaling Points of Interconnection ("SPOI") and BellSouth Point of Interconnection that provides appropriate physical diversity.

9.2.3 The network termination point where this interconnection takes place is called the STP port termination.

9.2.4 Technical Requirements

9.2.4.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

9.2.4.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

9.2.4.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair and consists of two links; and

9.2.4.2.2 As a "D/B-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers ("CLECs")) and consists of four links.

9.2.4.3 A signaling link layer shall satisfy a performance objective such that:

9.2.4.3.1 There shall be no more than two minutes down time per year for an A-link layer; and

9.2.4.3.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

9.2.4.4 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.2.4.4.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

9.2.4.4.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D/B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.2.4.5 The Signaling Point of Interconnection (SPOI) for each link shall be

9.2.4.5.1 located at a cross-connect element, such as a DSX-1, in the central office where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting AT&T local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and AT&T will work jointly to establish mutually acceptable SPOIs.

9.2.5 Signaling Transfer Points

9.2.5.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the STPSs and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and STPS.

9.2.5.2 Technical Requirements

9.2.5.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

9.2.5.2.1.1 BellSouth Service Control Points/DataBases;

9.2.5.2.1.2 Third-party-provided STPSs.

9.2.5.2.2 The connectivity provided by STPs shall fully support the functions of all Network Elements and AT&T or other third-party switching systems and STPs connected to BellSouth's SS7 network. This explicitly includes the use of BellSouth's SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth's SS7 network (i.e., transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part ("ISDNUP") or Transaction Capabilities Application Part ("TCAP") user data that constitutes the content of the message.

9.2.5.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an AT&T local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the AT&T local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.

9.2.5.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.2.5.2.5 STPs shall provide on a non-discriminatory basis all functions of the Operations, Maintenance and Administration Part ("OMAP") commonly provided by STPSs. All OMAP functions will be on a "where available" basis and can include:

9.2.5.2.5.1 MTP Routing Verification Test ("MRVT") and

9.2.5.2.5.2 SCCP Routing Verification Test ("SRVT").

9.2.5.2.6 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an AT&T or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPSs, and if mutually agreed upon by AT&T and BellSouth.

9.2.5.2.7 BellSouth STPs shall route mutually agreeable AIN responses from the AT&T SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part ("SCCP") called party address.

9.2.5.2.8 STPs shall be equal to or better than the technical specifications set forth in the applicable industry standard technical references.

9.2.5.3 Message Screening

9.2.5.3.1 BellSouth shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

9.2.5.3.2 BellSouth shall set message screening parameters so as to accept messages destined to/from an AT&T local or tandem switching system or to/from an AT&T Service Control Point from any signaling point or network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

9.3 **SS7 Advanced Intelligent Network ("AIN") Access**

9.3.1 SS7 AIN Access shall provide the AT&T SCP access to BellSouth local switch via interconnection of BellSouth SS7 and AT&T SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its calls in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the AT&T SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.3.2 SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the

AT&T SS7 network to exchange TCAP queries and responses with an AT&T SCP.

9.4 **Call-Related DataBases and Service Management System**

9.4.1 Definition

9.4.1.1 Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. For purposes of switch query and database response through a signaling network, BellSouth shall provide access to its call-related databases, including but not limited to, the Calling Name Database, 911 Database, E911 Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases. BellSouth shall not be required to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment. BellSouth shall allow AT&T when AT&T has purchased BellSouth's local switching capability to use BellSouth's service control point element in the same manner, and via the same signaling links, as BellSouth itself. BellSouth shall allow AT&T when it has deployed its own switch, and has linked that switch to BellSouth's signaling system, to gain access to BellSouth's service control point in a manner that allows AT&T to provide any call-related database-supported services to customers served by AT&T's switch. BellSouth shall provide AT&T, upon request, with access to call-related databases in a manner that complies with section 222 of the Act.

9.4.2 A Service Control Point ("SCP") is a specific type of Database functionality deployed in a Signaling System 7 ("SS7") network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

9.4.3 Technical Requirements

9.4.3.1 Requirements for call-related databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All call-related databases shall be provided in accordance with the following requirements:

9.4.3.1.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols, as specified in this Attachment 2, with TCAP as the application layer protocol.

9.4.3.1.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols.

9.4.3.2 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.4.4 Database Availability

9.4.4.1 Call-related databases shall have a maximum unscheduled unavailability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call-related databases will impact all service providers, including BellSouth, equally.

9.4.4.2 Any AT&T order for data to be added, modified or deleted from the databases shall be consistent with the ordering and provisioning requirements of this Agreement.

9.4.4.3 BellSouth shall make available call-related database functionality and complete database transactions (e.g., add, modify or delete) for AT&T customer records stored in BellSouth's databases on a basis that is equivalent to that which it provides to itself or third-party requesting telecommunications carriers.

9.4.5 Line Information Database ("LIDB"):

9.4.5.1 AT&T acknowledges that BellSouth will store in its LIDB only records relating to service in the BellSouth region.

9.4.5.2 Definition

9.4.5.2.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers relating to service in the BellSouth region.

9.4.5.2.2 The LIDB Storage Agreement, which contains the terms and conditions for AT&T's access to LIDB, is attached as Exhibit A to Attachment 6, incorporated herein by reference.

9.4.6 Toll Free Number Database

9.4.6.1 The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall

provide the Toll Free Number Database in accordance with the following:

9.4.6.1.1 BellSouth shall make BellSouth Toll Free Number Database available for AT&T to query with a toll-free number and originating information.

9.4.6.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

9.4.6.2 Interface Requirements

9.4.6.2.1 The signaling interface between the AT&T or other local switch and the Toll-Free Number database shall use the TCAP protocol and in the signaling network interface as specified in the applicable industry standard technical references.

9.4.7 **Automatic Location Identification/Data Management System (ALI/DMS)**

9.4.7.1 The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

9.4.7.2 Technical Requirements

9.4.7.2.1 BellSouth shall provide an electronic interface to the ALI/DMS database, through which AT&T or its agent may provide a daily update of AT&T Customer Information. BellSouth shall provide AT&T with record input format, consistent with the requirements imposed on BellSouth by the governmental body administering 911 services. BellSouth shall provide error reports from the ALI/DMS data base to AT&T as soon as possible, but in any event, within 24 hours after AT&T or its agents enters information into the ALI/DMS data base. The error reports may be provided electronically if AT&T purchases the capability. If an electronic interface is not available as an offering or because of a system outage for AT&T or its agents to provide daily updates to the ALI/DMS database or for BellSouth to provide error reports from the ALI/DMS database, BellSouth shall establish a process or procedure to receive, send and process within one business day AT&T Customer Information. The error files will contain the AT&T reference date and file number of the original record sent.

9.4.7.2.2 The ALI/DMS database shall contain the following customer information:

9.4.7.2.2.1 Name;

9.4.7.2.2.2 Address;

9.4.7.2.2.3 Telephone number; and

9.4.7.2.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).

9.4.7.2.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless AT&T requests otherwise and shall be updated if AT&T requests, provided AT&T supplies BellSouth with the updates.

9.4.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

9.4.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

9.4.7.2.6 At either Party's option, however not to exceed annually unless otherwise agreed to by the Parties, the databases of both Parties shall be compared for accuracy and uniformity. If any discrepancies are found as a result of the comparison, the Parties shall work cooperatively to correct the discrepancies within a reasonable time. The cost of the implementation of the request made other than annually shall be borne by the Party making the request.

9.4.7.3 Interface Requirements

9.4.7.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for AT&T customers shall meet industry standards.

9.4.8 Directory Assistance Database Service ("DADS")

9.4.8.1 Directory Assistance (DA) database contains all customer data in the database used by BellSouth to provide its own DA service and where

BellSouth is authorized to include the customer data of a telecommunications carrier in the database available to AT&T. BellSouth shall provide access to the DA database in one of two manners.

9.4.8.2 **DISAGREE**

BST PROPOSAL

BellSouth shall make its Directory Assistance Database Service ("DADS") available solely for the express purpose of providing Directory Assistance type services to AT&T end users. **[The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)).]** AT&T agrees that Directory Assistance Database Service will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, AT&T agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, AT&T authorizes the inclusion of AT&T Directory Assistance listings in the BellSouth Directory Assistance products.

AT&T PROPOSAL

BellSouth shall make its Directory Assistance Database Service ("DADS") available solely for the express purpose of providing Directory Assistance type services to AT&T end users. ~~**The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)).**~~ AT&T agrees that Directory Assistance Database Service will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, AT&T agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, AT&T authorizes the inclusion of AT&T Directory Assistance listings in the BellSouth Directory Assistance products.

9.4.8.3 BellSouth shall provide AT&T initially with a base file of subscriber listings which reflect all listing change activity occurring since AT&T's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by AT&T and BellSouth. AT&T agrees to assume the costs

associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

9.4.8.4 BellSouth will require approximately one month after receiving an order to prepare the base file. BellSouth will provide daily updates to AT&T which will reflect listing change activity occurring since AT&T's most recent update. BellSouth shall provide updates to AT&T on a business, residence, or combined business and residence basis. AT&T agrees that the updates shall be used solely to keep the information current. Delivery of daily updates will commence the day after AT&T receives the base file.

9.4.8.5 BellSouth is authorized to include AT&T Directory Assistance listing information in its Directory Assistance Database Service. Any other use by BellSouth of AT&T Directory Assistance listing information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to AT&T.

9.4.8.6 BellSouth shall provide to AT&T, upon request, via DADs, the names and addresses for BellSouth.

9.4.8.7 AT&T and other telecommunication carriers' subscribers that have unlisted and non published directory listings. The date files shall contain a special indicator showing that the subscribers account is indicator showing that the subscribers' account is either unlisted or unpublished.

9.4.8.8 Direct Access to Directory Assistance Service ("DADAS") will provide AT&T's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow AT&T to utilize its own switch, operator workstations and optional audio subsystems.

9.4.8.9 BellSouth will provide DADAS from its DA location. AT&T will access the DADAS system via BellSouth provided point of availability. AT&T has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from BellSouth as rates and charges billed separately from the charges associated with this offering.

9.4.8.10 A specified interface to each AT&T subsystem will be provided by BellSouth. Interconnection between AT&T's system and a specified BellSouth location will be pursuant to the use of AT&T-owned or AT&T-leased facilities and shall be appropriate sized based upon the volume of queries being generated by AT&T.

9.4.8.11 [The specifications for the three interfaces necessary for interconnection are available in the following documents:

9.4.8.11.1 DADAS to Subscriber Operator Position System – Northern Telecom Document CSI-2300-07; Universal Gateway/Position Message Interface Format Specification;

9.4.8.11.2 DADAS to Subscriber Switch – Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;

9.4.8.11.3 **DADAS to Audio Subsystem (Optional) – Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol – Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.] [OPEN-AT&T]**

9.4.8.11.4 Rates for DADAS are as set forth in Exhibit A to this Attachment 2.

9.4.9 Calling Name Delivery Database Service

9.4.9.1 Calling Name Delivery Database Service ("CNAM") provides AT&T the ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides AT&T the opportunity to load and store its subscriber name in the BellSouth CNAM SCPs.

9.4.9.2 CNAM Database Service Agreement is included as Exhibit C to this Attachment 2 and incorporated herein by reference.

10. Service Management System

10.1 Definition - A Service Management System is defined as a computer database or system not part of the public switched network that, among other things: (1) interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and (2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call. BellSouth shall provide AT&T, upon request, with access to a Service Management System in a manner that complies with Section 222 of the Act.

10.1.1 BellSouth shall provide AT&T with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.

10.1.2 BellSouth shall provide AT&T the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, that BellSouth provides itself.

10.1.3 BellSouth shall provide access to any and all BellSouth non-proprietary service applications resident in BellSouth's SCP. Such access may be from AT&T's switch or BellSouth's unbundled Local Switching element.

10.1.4 Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

10.1.5 BellSouth's SCE/SMSAIN Access shall provide AT&T the capability that will allow AT&T to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. AT&T's service applications interact with AIN triggers provisioned on a BellSouth SSP. BellSouth shall provide AT&T access to the BellSouth service creation environment in a manner equal to what BellSouth provides itself or requesting telecommunications carriers.

10.1.6 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to AT&T. Scheduling procedures shall provide AT&T equivalent priority to these resources.

10.1.7 BellSouth SCP shall partition and protect AT&T service logic and data from unauthorized access, execution or other types of compromise.

10.1.8 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable AT&T to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

10.1.9 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components.

10.1.10 When AT&T selects SEC/SMS AIN Access for providing services on AT&T's network, BellSouth and AT&T will work cooperatively to resolve technical and provisioning issues.

11. Trunk Interface Requirements

11.1 If a municipality has converted to E911 service, AT&T will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, AT&T will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is in parity with BellSouth's handling of 911 calls from its customers.

11.2 **911/E911 Trunks**

11.2.1 Local Switch and Access Tandem Trunks

11.2.1.1 BellSouth shall provide trunks groups provisioned exclusively to carry intraLATA traffic, as designated by AT&T.

11.2.1.2 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by AT&T.

11.2.1.3 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At AT&T's request, MF trunks may be substituted for SS7 trunks where applicable.

11.2.1.4 BellSouth shall simultaneous route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

11.3 **911 and E911**

11.3.1 If AT&T orders Services and Elements, then AT&T is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

11.3.2 Definition

11.3.2.1 911 and E911 are requirements that provide a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911). 911 Arrangements are arrangements for routing 911 calls from AT&T end users to the appropriate Public Safety Answering Point (PSAP), passing certain end user information for display at the PSAP answering station based on the class of 911 service (911 or E911) deployed in the area. BellSouth shall provide 911 Arrangements to AT&T in accordance with the provisions below in areas where AT&T is authorized to provide local exchange service and BellSouth is the 911 service provider. The provisions in this Section

apply only to 911 Arrangements. The 911 functionality for Local Services Resale shall be governed by provisions in Attachment 1 of this Agreement incorporated herein by reference. In providing 911 Arrangements to AT&T, BellSouth shall comply with all laws, rules and regulations concerning emergency services. The 911 and E911 functions provided to AT&T shall be at least equal in quality and functionality with the support and services that the BellSouth provides to its own retail end users.

11.3.3 Requirements

11.3.3.1 911 Service Provisioning. For 911 service, BellSouth will provide to AT&T a list consisting of each municipality that subscribes to 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. AT&T will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. AT&T will be required to route that call to BellSouth at the appropriate to install dedicated facilities from its serving wire center to the appropriate BellSouth tandem or end office. When a municipality converts to E911 service, AT&T will be required to discontinue the 911 procedures and being using E911 procedures.

11.3.3.2 E911 Service Provisioning. For E911 service, AT&T will be required to install a minimum of two dedicated trunks originating from the AT&T serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. AT&T will be required to provide BellSouth daily updates to the E911 database. AT&T will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, AT&T will be required to route the call to a designated 10-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. AT&T shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

11.3.4 Technical Requirements

11.3.4.1 At AT&T's request, BellSouth and AT&T shall establish dedicated trunk groups to route E911 calls placed by AT&T end users to the appropriate BellSouth 911 tandem or selective router. Trunks shall be established as CAMA MF trunks until SS7 connectivity is available. Thereafter, trunks shall be established with SS7 signaling.

11.3.4.2 BellSouth shall provision 911 trunks within 30 calendar days of receipt of AT&T's order, or such shorter time as may be established by law, rule, regulation or Commission or F.C.C. order. Alternatively, at its option, AT&T may provide the trunks. Regardless of which party provides the trunks, prior to placing a trunk in service BellSouth and AT&T shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk.

11.3.4.3 BellSouth shall assure sufficient capacity at the 911 tandem or selective router to meet AT&T's requests for interconnection within 30 calendar days after receipt of the request. There shall be no limit on the number of trunks used by AT&T to connect to the 911 tandem or selective router. Interconnection to the 911 tandem shall be established to provide path and route diversity.

11.3.4.4 BellSouth shall provide the following information to AT&T, and shall promptly notify AT&T of any changes:

11.3.4.5 BellSouth processes and requirements for ordering trunks for 911 trunks and interconnection to the 911 tandem or selective router.

11.3.4.6 Trunk group specifications.

11.3.4.7 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and IS code and address.

11.3.4.8 Description of BellSouth's diversity for facility routing.

11.3.4.9 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

11.3.4.10 E911 Call Routing and Provision Customer Information to PSAP

11.3.4.11 BellSouth shall route E911 calls delivered by AT&T to BellSouth's 911 tandems or selective routers to PSAPs in the same manner that BellSouth routes E911 calls from its own retail customers. BellSouth shall provide and validate AT&T customer information from the ALI/ANI database in the same manner BellSouth provides and validates information for its own retail customers.

11.3.4.12 BellSouth shall automatically update the ALI/DMS databases with respect to NPA split conversions.

11.3.4.13 Master Street Address Guide (MSAG)

11.3.4.14 BellSouth shall provide AT&T access to the Master Street Address Guide (MSAG) at least equal in quality and functionality with the access BellSouth provides to itself. BellSouth shall provide AT&T with a complete copy of the MSAG via CD Rom which is usable with personal computers, free of charge, once each year. Quarterly updates for each state are available for an additional charge. BellSouth shall cooperate with AT&T to ensure the accuracy of information about AT&T Customers in the MSAG and shall assist in resolving any errors. If BellSouth discovers an error in the MSAG, BellSouth shall notify PSAPs and AT&T of any errors in the MSAG concerning AT&T Customers.

11.3.5 Other

11.3.5.1 BellSouth shall provide AT&T with 10-digit emergency telephone numbers for operator handling of emergency calls, at least equal in quality and functionality with the provisions of such information to itself.

11.3.6 Technical References

11.3.6.1 BellSouth shall provide 911 Arrangements to AT&T based upon modified NENA 2 Recommendations.

11.3.7 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on AT&T beyond applicable charges for BellSouth trunking arrangements.

11.3.8 The 911 and E911 functions provided to AT&T shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

11.3.8.1 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and AT&T to follow in providing 911/E911 services.

DESCRIPTION	USOC	AT&T PROPOSED
NIDs		
NID per 2-Wire Analog VG Loop, Per Month	UNDAX	$1.15
NRC - 1st	UNDAX	$0.74
NRC - Add'l	UNDAX	$0.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$21.09
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$10.54
NID per 4-Wire Analog VG Loop, Per Month	UNDAX	$1.27
NRC - 1st	UNDAX	$0.74
NRC - Add'l	UNDAX	$0.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$21.09
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$10.54
NID per 2-Wire ISDN Digital VG Loop, Per Month	UNDAX	$1.15
NRC - 1st	UNDAX	$0.74
NRC - Add'l	UNDAX	$0.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$21.09
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$10.54
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	UNDAX	$1.15
NRC - 1st	UNDAX	$0.74
NRC - Add'l	UNDAX	$0.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$21.09
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$10.54
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	$1.15
NRC - 1st	UNDAX	$0.74
NRC - Add'l	UNDAX	$0.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$21.09
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$10.54
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	$1.27
NRC - 1st	UNDAX	$0.74
NRC - Add'l	UNDAX	$0.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$21.09
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$10.54
NID per 4-Wire 56 Kbps Dig Grade Loop	UNDAX	$1.27
NRC - 1st	UNDAX	$0.74
NRC - Add'l	UNDAX	$0.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$21.09
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$10.54
NID per 4-Wire 64 Kbps Dig Grade Loop	UNDAX	$1.27
NRC - 1st	UNDAX	$0.74
NRC - Add'l	UNDAX	$0.00
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	$21.09
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	$10.54
LOOP, INCLUDING NID (1)		
Line Conditioning - NRC - per request		$0.00
2-Wire Unbundled Copper Loop, per month		
Zone 1		
Zone 2		
Zone 3		
NRC - 1st	UEAL2	
NRC - Add'l	UEAL2	
NRC - Disconnect Charge - 1st	UEAL2	
NRC - Disconnect Charge - Add'l	UEAL2	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	
NRC - Incremental Charge - Manual Service Order - 1st Disconnect	SOMAN	
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect	SOMAN	
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	
2-Wire Analog VG Loop (SL1), per month	UEAL4	$14.92
Zone 1		$10.63

DESCRIPTION	USOC	AT&T PROPOSED
Zone 2		$12.62
Zone 3		$18.44
NRC - 1st	UEAL4	$31.99
NRC - Add'l	UEAL4	$20.02
NRC - Disconnect Charge - 1st	UEAL4	$10.65
NRC - Disconnect Charge - Add'l	UEAL4	$1.41
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$52.34
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$30.56
NRC - Incremental Charge - Manual Service Order - 1st Disconnect	SOMAN	$23.97
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect	SOMAN	$1.41
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.29
2-Wire Analog VG Loop (SL2), per month	UEAL2	$18.73
Zone 1		$13.35
Zone 2		$15.84
Zone 3		$23.15
NRC - 1st	UEAL2	$75.06
NRC - Add'l	UEAL2	$48.20
NRC - Disconnect Charge - 1st	UEAL2	$28.70
NRC - Disconnect Charge - Add'l	UEAL2	$17.64
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$95.41
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$58.74
NRC - Incremental Charge - Manual Service Order - 1st Disconnect	SOMAN	$42.02
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect	SOMAN	$17.64
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.29
4-Wire Analog VG Loop, per month	UEAL4	$27.82
Zone 1		$19.83
Zone 2		$23.52
Zone 3		$34.38
NRC - 1st	UEAL4	$122.76
NRC - Add'l	UEAL4	$85.57
NRC - Disconnect Charge - 1st	UEAL4	$76.35
NRC - Disconnect Charge - Add'l	UEAL4	$39.16
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$143.11
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$96.11
NRC - Incremental Charge - Manual Service Order - 1st Disconnect	SOMAN	$89.67
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect	SOMAN	$39.16
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.29
2-Wire ISDN Digital Grade Loop, per month	U1L2X	$25.13
Zone 1		$17.91
Zone 2		$21.25
Zone 3		$31.05
NRC - 1st	U1L2X	$142.76
NRC - Add'l	U1L2X	$88.88
NRC - Disconnect Charge - 1st	U1L2X	$76.35
NRC - Disconnect Charge - Add'l	U1L2X	$39.16
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$163.11
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$99.42
NRC - Incremental Charge - Manual Service Order - 1st Disconnect	SOMAN	$89.67
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect	SOMAN	$39.16
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.29
2-Wire Dig Subscriber Line (xDSL) Compatible Loop, per month		

DESCRIPTION	USOC	AT&T PROPOSED
Zone 1		
Zone 2		
Zone 3		
NRC - 1st		
NRC - Add'l		
NRC - Disconnect Charge - 1st		
NRC - Disconnect Charge - Add'l		
NRC - Incremental Charge - Manual Service Order - 1st		
NRC - Incremental Charge - Manual Service Order - Add'l		
NRC - Incremental Charge - Manual Service Order - 1st Disconnect		
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect		
NRC - Incremental Charge - Order Coordination - Time Specific (per order)		
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	UAL2X	$15.63
Zone 1		$11.14
Zone 2		$13.22
Zone 3		$19.31
NRC - 1st	UAL2X	$270.01
NRC - Add'l	UAL2X	$234.63
NRC - Disconnect Charge - 1st	UAL2X	$74.54
NRC - Disconnect Charge - Add'l	SOMAN	$39.14
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$290.36
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$245.17
NRC - Incremental Charge - Manual Service Order - 1st Disconnect	SOMAN	$87.86
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect	SOMAN	$39.14
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.29
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	UHL2X	$12.25
Zone 1		$8.73
Zone 2		$10.36
Zone 3		$15.14
NRC - 1st	UHL2X	$270.01
NRC - Add'l	UHL2X	$234.63
NRC - Disconnect Charge - 1st	UHL2X	$74.54
NRC - Disconnect Charge - Add'l	UHL2X	$39.14
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$290.36
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$245.17
NRC - Incremental Charge - Manual Service Order - 1st Disconnect	SOMAN	$87.86
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect	SOMAN	$39.14
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.29
4-Wire Dig Subscriber Line (xDSL) Compatible Loop, per month		
Zone 1		
Zone 2		
Zone 3		
NRC - 1st		
NRC - Add'l		
NRC - Disconnect Charge - 1st		
NRC - Disconnect Charge - Add'l		
NRC - Incremental Charge - Manual Service Order - 1st		
NRC - Incremental Charge - Manual Service Order - Add'l		
NRC - Incremental Charge - Manual Service Order - 1st Disconnect		
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect		
NRC - Incremental Charge - Order Coordination - Time Specific (per order)		
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	UHL4X	$15.64
Zone 1		$11.15
Zone 2		$13.22
Zone 3		$19.33
NRC - 1st	UHL4X	$279.60
NRC - Add'l	UHL4X	$244.22
NRC - Disconnect Charge - 1st	UHL4X	$74.54

DESCRIPTION	USOC	AT&T PROPOSED
NRC - Disconnect Charge - Add'l	UHL4X	$39.14
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$299.95
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$254.76
NRC - Incremental Charge - Manual Service Order - 1st Disconnect	SOMAN	$87.86
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect	SOMAN	$39.14
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.29
4-Wire DS1 Digital Loop, per month	USLXX	$65.10
Zone 1		$46.40
Zone 2		$55.04
Zone 3		$80.45
NRC - 1st	USLXX	$313.08
NRC - Add'l	USLXX	$219.72
NRC - Disconnect Charge - 1st	USLXX	$96.86
NRC - Disconnect Charge - Add'l	USLXX	$40.45
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$332.06
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$228.15
NRC - Incremental Charge - Manual Service Order - 1st Disconnect	SOMAN	$108.81
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect	SOMAN	$40.45
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.59
4-Wire 56 or 64 Kbps Dig Grade Loop, per month	UDL56	$35.05
Zone 1		$24.98
Zone 2		$29.64
Zone 3		$43.31
NRC - 1st	UDL56	$207.01
NRC - Add'l	UDL56	$141.38
NRC - Disconnect Charge - 1st	UDL56	$90.70
NRC - Disconnect Charge - Add'l	UDL56	$44.18
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$227.36
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$151.92
NRC - Incremental Charge - Manual Service Order - 1st Disconnect	SOMAN	$104.02
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect	SOMAN	$44.18
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.29
DS3 Dig Grade Loop, per month		$84.63
Zone 1		$60.32
Zone 2		$71.56
Zone 3		$104.58
NRC - 1st		$30.00
NRC - Add'l		$30.00
NRC - Disconnect Charge - 1st		$15.00
NRC - Disconnect Charge - Add'l		$15.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$227.36
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$151.92
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$104.02
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.29
SUB-LOOPS		
Loop Feeder per 2-Wire Analog VG Loop, per month		$11.86
NRC - 1st		$122.24
NRC - Add'l		$85.05
NRC - Disconnect Charge - 1st		$76.35
NRC - Disconnect Charge - Add'l		$39.16
NRC - Incremental Charge - Manual Service Order - 1st		$142.59
NRC - Incremental Charge - Manual Service Order - Add'l		$95.59
NRC - Incremental Charge - Manual Service Order - 1st Disconnect		$89.67
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect		$39.16
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.29
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	USBN2	$10.02
NRC - 1st	USBN2	$148.84
NRC - Add'l	USBN2	$112.34

DESCRIPTION	USOC	AT&T PROPOSED
NRC - Disconnect Charge - 1st	USBN2	$73.14
NRC - Disconnect Charge - Add'l	USBN2	$36.65
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$169.19
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$122.88
NRC - Incremental Charge - Manual Service Order - 1st Disconnect	SOMAN	$86.46
NRC - Incremental Charge - Manual Service Order - Add'l Disconnect	SOMAN	$36.65
NRC - Incremental Charge - Order Coordination - Time Specific (per order)	OCOSL	$34.29
Unbundled Network Terminating Wire		
UNTW Pair, per request, per pair, per month	UENPP	$1.31
Site Visit Survey, per MDU/MTU Complex, NRC	UENVS	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal		
NRC - 1st terminal	UENSS	$98.00
NRC - Add'l terminal	UENSS	$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	UEN1T	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	$35.00
UNTW Pair Provisioning, per request, per pair, NRC	UENPP	$9.00
Service Visit for Provisioning, per request, per premises, NRC	UENSV	$55.00
Manual Service Order, NRC	MOCLA	$45.00
Sub-Loop Concentration - Channelization Sys (Outside CO)	RVSD SECTION	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	$683.78
NRC - 1st	UCT8A	$634.31
NRC - Add'l	UCT8A	$311.78
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	$102.12
NRC - 1st	UCT8B	$634.31
NRC - Add'l	UCT8B	$311.78
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$726.87
NRC - 1st	UCT3A	$634.31
NRC - Add'l	UCT3A	$311.78
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$145.21
NRC - 1st	UCT3B	$634.31
NRC - Add'l	UCT3B	$311.78
DS1 Feeder Interface, per month	UCTFS	$76.73
NRC 1st	UCTFS	$418.37
NRC Add'l	UCTFS	$198.67
Channel Interface - 2 Wire Voice - Loop Start , per month		$2.61
NRC 1st		$41.95
NRC Add'l		$41.71
Channel Interface - 2 Wire ISDN, per month	ULCC1	$10.43
NRC 1st	ULCC1	$41.95
NRC Add'l	ULCC1	$41.71
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month		$15.51
NRC 1st		$41.95
NRC Add'l		$41.71
Channel Interface - 4 Wire Voice, per month	ULCC4	$9.26
NRC 1st	ULCC4	$41.95
NRC Add'l	ULCC4	$41.71
Test Circuit, per month	UCTTC	$45.22
NRC 1st	UCTTC	$41.95
NRC Add'l	UCTTC	$41.71
Channel Interface - Digital 56Kbps, per month	ULCC5	$13.71
NRC 1st	ULCC5	$41.95
NRC Add'l	ULCC5	$41.71
Channel Interface - Digital 64Kbps, per month	ULCC6	$13.71
NRC 1st	ULCC6	$41.95
NRC Add'l	ULCC6	$41.71
Loop Concentration System (Inside C.O.)	RVSD SECTION	

DESCRIPTION	USOC	AT&T PROPOSED
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	$380.06
NRC - 1st	UCT8A	$1,114.05
NRC - Add'l	UCT8A	
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	$68.71
NRC - 1st	UCT8B	$464.21
NRC - Add'l	UCT8B	
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$428.73
NRC - 1st	UCT3A	$1,114.05
NRC - Add'l	UCT3A	
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$115.79
NRC - 1st	UCT3B	$464.21
NRC - Add'l	UCT3B	
DS1 Interface, per month	UCTCO	$6.49
NRC 1st	UCTCO	$367.41
NRC Add'l	UCTCO	$131.92
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	$2.58
NRC 1st	TBD	$35.74
NRC Add'l	TBD	$35.54
Channel Interface - 2 Wire ISDN, per month	ULCC1	$10.30
NRC 1st	ULCC1	$35.74
NRC Add'l	ULCC1	$35.54
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	$15.32
NRC 1st	TBD	$35.74
NRC Add'l	TBD	$35.54
Channel Interface - 4 Wire Voice, per month	ULCC4	$9.13
NRC 1st	ULCC4	$35.74
NRC Add'l	ULCC4	$35.54
Test Circuit, per month	UCTTC	$44.65
NRC 1st	UCTTC	$35.74
NRC Add'l	UCTTC	$35.54
Channel Interface - Digital 56Kbps, per month	ULCC5	
NRC 1st	ULCC5	
NRC Add'l	ULCC5	
Channel Interface - Digital 64Kbps, per month	ULCC6	
NRC 1st	ULCC6	
NRC Add'l	ULCC6	
LOCAL EXCHANGE SWITCHING (PORTS)		
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	UEP++	$1.90
NRC - 1st (all types)	UEP++	$9.93
NRC - Add'l (all types)	UEP++	$9.19
NRC - Disconnect Charge - 1st	UEP++	$3.66
NRC - Disconnect Charge - Add'l	UEP++	$2.92
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$30.28
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$19.73
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$16.98
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$4.32
4-Wire Analog VG Port, per month	UEP4A	$8.08
NRC - 1st	UEP4A	$9.93
NRC - Add'l	UEP4A	$9.19
NRC - Disconnect Charge - 1st	BFR	$3.66
NRC - Disconnect Charge - Add'l	BFR	$2.92
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$30.28
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$19.73
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$16.98

DESCRIPTION	USOC	AT&T PROPOSED
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$4.32
2-Wire DID Port, per month	UEPP2	$8.78
NRC - 1st	UEPP2	$47.75
NRC - Add'l	UEPP2	$47.01
NRC - Disconnect Charge - 1st	UEPP2	$9.21
NRC - Disconnect Charge - Add'l	UEPP2	$8.47
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$68.10
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$57.55
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$22.53
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$9.87
4-Wire DS1 Port w/DID capability, per month	UEPDD	$35.52
NRC - 1st	UEPDD	$75.93
NRC - Add'l	UEPDD	$38.15
NRC - Disconnect Charge - 1st	UEPDD	$8.77
NRC - Disconnect Charge - Add'l	UEPDD	$8.04
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$96.28
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$48.69
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$22.09
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$9.44
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	$16.07
NRC - 1st	U1PMA	$30.23
NRC - Add'l	U1PMA	$29.49
NRC - Disconnect Charge - 1st	U1PMA	$4.10
NRC - Disconnect Charge - Add'l	U1PMA	$4.10
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$71.66
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$13.90
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$13.90
NRC - User Profile per B Channel **(4)**	U1UMA	NA
4-Wire ISDN DS1 Port, per month	UEPEX	$74.85
NRC - 1st	UEPEX	$148.66
NRC - Add'l	UEPEX	$147.18
NRC - Disconnect Charge - 1st	UEPEX	$38.46
NRC - Disconnect Charge - Add'l	UEPEX	$36.98
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$189.35
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$189.35
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$47.53
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$47.52
2-Wire Analog Line Port (PBX) including all available features, per month	UEPPC	$1.60
NRC - 1st	UEPPC	$9.93
NRC - Add'l	UEPPC	$9.19
NRC - Disconnect Charge - 1st	UEPPC	$3.66
NRC - Disconnect Charge - Add'l	UEPPC	$2.92
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$30.28
2-Wire Analog Hunting, per line per month	HTGUX	
NRC - 1st	HTGUX	
NRC - Add'l	HTGUX	
Coin Port, per month		$1.92
NRC - 1st		$9.93

DESCRIPTION	USOC	AT&T PROPOSED
NRC - Add'l		$9.19
NRC - Disconnect Charge - 1st		$3.66
NRC - Disconnect Charge - Add'l		$2.92
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$30.28
NRC - Manual - 1st		
NRC - Manual - Add'l		
End Office Switching (Port Usage)		
End Office Switching Function, per mou		$0.0008041
End Office Interoffice Trunk Port—Shared, per mou		
Tandem Switching (Port Usage) (Local or Access Tandem)		
Tandem Switching Function per mou		$0.0009780
Tandem Interoffice Trunk Port - Shared per mou		
INTEROFFICE TRANSMISSION		
Common (Shared) Transport		
Common (Shared) Transport per mile per mou		$0.0000064
Common (Shared) Transport Facilities Termination per mou		$0.0003871
Interoffice Transport - All Dedicated Interoffice Transport NRC - Tariff Service to UNE		$1.46
Interoffice Transport - Dedicated - VG		
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX	$0.0174
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX	$18.58
NRC - 1st	1L5XX	$55.39
NRC - Add'l	1L5XX	$17.37
NRC - Disconnect Charge - 1st	1L5XX	$27.96
NRC - Disconnect Charge - Add'l	1L5XX	$3.51
NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$75.74
NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$38.46
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$37.76
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$14.05
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS		
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	$0.0174
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	$17.98
NRC - 1st	1L5XX	$55.39
NRC - Add'l	1L5XX	$17.37
NRC - Disconnect Charge - 1st	1L5XX	$27.96
NRC - Disconnect Charge - Add'l	1L5XX	$3.51
NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$75.74
NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$38.46
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$37.76
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$14.05
Interoffice Transport - Dedicated - DS1		
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX	$0.3562
Interoffice Transport - Dedicated - DS1 - facilities termination per month	1L5XX	$77.86
NRC - 1st	1L5XX	$112.40
NRC - Add'l	1L5XX	$76.27
NRC - Disconnect Charge - 1st	1L5XX	$19.55
NRC - Disconnect Charge - Add'l	1L5XX	$14.99
NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$132.75
NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$97.36
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$29.35
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$25.53
NRC - Interoffice Transport - Subsequent Trunk Activation		$1.46
Interoffice Transport - Dedicated - DS3		
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	$6.46
Interoffice Transport - Dedicated - DS3 - facilities termination per month	1L5XX	$717.60
NRC - 1st	1L5XX	$664.73
NRC - Add'l	1L5XX	$331.48
NRC - Disconnect Charge - 1st	1L5XX	$111.07

DESCRIPTION	USOC	AT&T PROPOSED
NRC - Disconnect Charge - Add'l	1L5XX	$108.14
NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$54.54
NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$54.64
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$22.77
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$22.77
Local Channel - Dedicated		
Local Channel - All Dedicated Local Channels - NRC - Tariff Service to UNE		$1.46
Local Channel - Dedicated - 2-Wire VG		$19.24
NRC - 1st		$199.33
NRC - Add'l		$24.16
NRC - Disconnect Charge - 1st		$54.81
NRC - Disconnect Charge - Add'l		$4.80
NRC - Incremental Charge - Manual Service Order - 1st		$219.68
NRC - Incremental Charge - Manual Service Order - Add'l		$34.70
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		$68.11
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		$4.80
Local Channel - Dedicated - 4-Wire VG		$20.37
NRC - 1st		$201.53
NRC - Add'l		$24.83
NRC - Disconnect Charge - 1st		$55.52
NRC - Disconnect Charge - Add'l		$5.51
NRC - Incremental Charge - Manual Service Order - 1st		$221.88
NRC - Incremental Charge - Manual Service Order - Add'l		$35.37
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		$68.82
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		$5.51
Local Channel - Dedicated - DS1		$40.80
NRC - 1st		$277.35
NRC - Add'l		$233.26
NRC - Disconnect Charge - 1st		$33.18
NRC - Disconnect Charge - Add'l		$22.30
NRC - Incremental Charge - Manual Service Order - 1st		$323.03
NRC - Incremental Charge - Manual Service Order - Add'l		$235.02
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		$54.93
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		$24.06
Local Channel - Dedicated – DS3		$1,142.40
NRC - 1st		$277.35
NRC - Add'l		$233.26
NRC - Disconnect Charge - 1st		$33.18
NRC - Disconnect Charge - Add'l		$22.30
NRC - Incremental Charge - Manual Service Order - 1st		$323.03
NRC - Incremental Charge - Manual Service Order - Add'l		$235.02
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		$54.93
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		$24.06
DIGITAL CROSS CONNECT SYSTEM		
DS0/DS1 Multiplexer		$18.23
NRC		$47.70
NRC - Disconnect Charge		
NRC - Incremental Charge - Manual Service Order		
NRC - Incremental Charge - Manual Service Order - Disconnect		
Dedicated DS1 System - 2-Wire Voice Grade Plug-in		$2.20
Dedicated DS1 System - 4-Wire Voice Grade Plug-in		$2.67
Dedicated DS1 System - 4-Wire 56 or 64 Kbps Plug-in		$1.06
NRC		$10.96
NRC - Disconnect Charge		$10.60
NRC - Incremental Charge - Manual Service Order		
NRC - Incremental Charge - Manual Service Order - Disconnect		
DS1/DS3 Multiplexer		$202.91
NRC		$341.32

DESCRIPTION	USOC	AT&T PROPOSED
NRC - Disconnect Charge		
NRC - Incremental Charge - Manual Service Order		
NRC - Incremental Charge - Manual Service Order - Disconnect		
Dedicated DS3 System - DS1 Card or W-DCS port		$0.67
NRC		$10.96
NRC - Disconnect Charge		$10.60
NRC - Incremental Charge - Manual Service Order		
NRC - Incremental Charge - Manual Service Order - Disconnect		
800 ACCESS TEN DIGIT SCREENING SERVICE		
800 Access Ten Digit Screening (all types), per call		$0.0005192
LINE INFORMATION DATABASE ACCESS (LIDB)		
LIDB Common Transport per query	OQT	$0.0000354
LIDB Validation per query	OQU	$0.0117403
LIDB Originating Point Code Establishment or Change - NRC	N/A	$49.03
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$69.38
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	
CCS7 SIGNALING TRANSPORT SERVICE		
CCS7 Signaling Connection, per link (A link) per month		$17.84
NRC		$130.84
NRC - Disconnect		$104.43
NRC - Incremental Charge - Manual Service Order	SOMAN	$151.19
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$117.73
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	NEW SECTION	$17.84
NRC		$130.84
NRC - Disconnect		$104.43
NRC - Incremental Charge - Manual Service Order	SOMAN	$151.19
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$117.73
CCS7 Signaling Termination, per STP port per month		$138.41
CCS7 Signaling Usage, per ISUP message		$0.0000373
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage, per TCAP message		$0.0000916
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage Surrogate, per link per LATA per mo (2)		$352.30
CCS7 Signaling Point Code, Establishment or Change, per STP affected		
NRC	NEW RATE	$62.00
OPERATOR CALL PROCESSING		
Operator Provided Call Handling per min - Using BST LIDB		$1.08
Operator Provided Call Handling per min - Using Foreign LIDB		$1.13
Operator Provided Call Handling, per call		
Fully Automated Call Handling per call - Using BST LIDB		$0.1010353
Fully Automated Call Handling per call - Using Foreign LIDB		$0.1228180
Professional recording of name (OCP alone)	USOD1	$1,555.00
Professional recording of name (DA and OCP alone)	USOD1	$1,553.00
DRAM or front-end loading, per TOPS switch	USOD2	$240.71
AABS or back-end loading, per IVS	USOD2	$240.71
EBAS or 0- automation loading, per NAV shelf	USOD2	$240.71
Recording Charge per Branded Announcement – Disconnect – Initial		$7.03
Recording Charge per Branded Announcement – Disconnect – Subsequent		$7.03
INWARD OPERATOR SERVICES		
Verification, per minute		$1.03
Verification and Emergency Interrupt, per minute		$1.03
Verification, per call	VIL	
Verification and Emergency Interrupt, per call		

DESCRIPTION	USOC	AT&T PROPOSED
DIRECTORY ASSISTANCE SERVICES		
Directory Assist Call Completion Access Svc (DACC), per call attempt		$0.0364771
Number Services Intercept per query		$0.0177930
Directory Assistance Access Service Calls, per call		$0.2286787
Professional recording of name (DA alone)		$1,555.00
Professional recording of name (DA and OCP alone)		$1,553.00
DRAM or front-end loading, per TOPS switch		$240.71
AABS or back-end loading, per IVS		$240.71
Directory Transport-Installation NRC, per trunk or signaling connection		
NRC - 1st		$204.62
NRC - Add'l		$4.43
NRC - Disconnect Charge - 1st		$136.09
NRC - Disconnect Charge - Add'l		$4.43
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	
Directory Assistance Database Service (DADS)		
Directory Assistance Database Service charge per listing		
Directory Assistance Database Service, per month	DBSOF	
Directory Assistance Database Service, initial tape	DBSOF	$52.75
Directory Assistance Database Service, daily feed	DBSOF	$0.0000339
Direct Access to Directory Assistance Service (DADAS)		
Direct Access to Directory Assistance Service, per month	DBSDS	$5,729.00
Direct Access to Directory Assistance Service, per query	DBSDA	$0.0493769
Direct Access to Directory Assistance Service, svc estab charge	DBSDE	
NRC	DBSDE	$789.74
NRC - Disconnect	DBSDE	$59.88
AIN		
AIN - BellSouth AIN SMS Access Service	CAM	
Service Establishment Charge, per state, initial set-up		
NRC	CAMSE	$135.56
NRC - Disconnect	CAMSE	$102.45
Port Connection - Dial/Shared Access		
NRC	CAMDP	$41.75
NRC - Disconnect	CAMDP	$29.70
Port Connection - ISDN Access		
NRC	CAM1P	$41.75
NRC - Disconnect	CAM1P	$29.70
User ID Codes - per User ID Code		
NRC	CAMAU	$96.63
NRC - Disconnect	CAMAU	$60.04
Security Card per User ID Code, initial or replacement		
NRC	CAMRC	$113.67
NRC - Disconnect	CAMRC	$35.50
Storage, per unit (100Kb)		$0.0024000
Session per minute		$0.0820123
C0. Performed Session, per minute		$2.27
AIN - BellSouth AIN Toolkit Service		
AIN, Service Creation Tools	CAMBP	
Service Establishment Charge, per state, initial set-up		
NRC	BAPSC	$132.04
NRC - Disconnect	BAPSC	$102.45
Training Session, per customer		
NRC	BAPVX	$7,915.00
NRC - Disconnect	BAPVX	$0.0000000
Trigger Access Charge, per trigger, per DN, Term. Attempt		
NRC	BAPTT	$31.21
NRC - Disconnect	BAPTT	$29.70
Trigger Access Charge, per trigger per DN, Off-Hook Delay		

DESCRIPTION	USOC	AT&T PROPOSED
NRC	BAPTD	$31.21
NRC - Disconnect	BAPTD	$29.70
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate		
NRC	BAPTM	$31.21
NRC - Disconnect	BAPTM	$29.70
Trigger Access Charge, per trigger, per DN, 10-Digit PODP		
NRC	BAPTO	$85.24
NRC - Disconnect	BAPTO	$38.21
Trigger Access Charge, per trigger, per DN, CDP		
NRC	BAPTC	$85.24
NRC - Disconnect	BAPTC	$38.21
Trigger Access Charge, per trigger, per DN, Feature Code		
NRC	BAPTF	$85.24
NRC - Disconnect	BAPTF	$38.21
Query Charge, per query	N/A	$0.0211882
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	N/A	$0.0054774
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	$1.50
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$17.39
NRC	BAPMS	$33.52
NRC - Disconnect	BAPMS	$22.68
Special Study - per AIN Toolkit Service Subscription	BAPLS	$0.1321116
NRC	BAPLS	$36.23
NRC - Disconnect	BAPLS	$0.00
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	$17.35
NRC	BAPDS	$33.52
NRC - Disconnect	BAPDS	$22.68
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	$0.0511434
NRC	BAPES	$36.23
NRC - Disconnect	BAPES	$0.0000000
CALLING NAME (CNAM) QUERY SERVICE		
CNAM (Database Owner), Per Query		
CNAM (Non-Database Owner), Per Query *		
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database		
* Volume and term arrangements are also available.		
DARK FIBER		
Per four fiber strands, per route mile or fraction thereof, per month	UBNAX	$53.23
NRC - 1st	UBNAX	$1,219.22
NRC - Add'l	UBNAX	
NRC - Disconnect – 1st	UBNAX	
NRC - Disconnect – Add'l	UBNAX	
SELECTIVE ROUTING		
Customized routing via AIN		
NRC		
NRC - Incremental Charge - Manual Service Order		
Customized routing per unique line class code, per request, per switch		
NRC		$179.60
NRC - Incremental Charge - Manual Service Order		$199.95

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as negotiated by the parties upon request by either party.

TENNESSEE
RATES FOR
COMBINATIONS OF NETWORK ELEMENTS

DESCRIPTION	AT&T PROPOSED
2-Wire VG Loop with 2-Wire Line Port - Platform (1)	$11.05
2-Wire VG Loop	$9.26
Exchange Port - 2-Wire Line Port	$1.79
Zone 1 - Platform	$8.39
Zone 2 - Platform	$9.62
Zone 3 - Platform	$13.23
NRC	$2.01
NRC - Add'l	$0.31
NRC - Incremental Charge - Manual Service Order - 1st	$33.67
NRC - Incremental Charge - Manual Service Order - Add'l	$7.86
2-Wire VG Loop with DS1 Interoffice Transport	
2-Wire VG Loop	$13.89
Zone 1 - Deaverage Loop	$11.96
Zone 2 - Deaverage Loop	$13.81
Zone 3 - Deaverage Loop	$21.94
Interoffice Transport - Dedicated - DS1 - per mile	$0.3068
Interoffice Transport - Dedicated - DS1 - per facility termination	$63.39
Interoffice Transport - Dedicated DS1 System	$18.23
Interoffice Transport - Voice Grade Plug-in	$2.20
NRC - 1st	$12.97
NRC - Add'l	$11.27
NRC - Incremental Charge - Manual Service Order - 1st	$45.46
NRC - Incremental Charge - Manual Service Order - Add'l	$15.72
NRC - 1st Disconnect	$12.61
NRC - Add'l Disconnect	$12.61
4-Wire VG Loop with DS1 Interoffice Transport	
4-Wire VG Loop	$26.58
Zone 1 - Deaverage Loop	$22.88
Zone 2 - Deaverage Loop	$26.42
Zone 3 - Deaverage Loop	$41.99
Interoffice Transport - Dedicated - DS1 - per mile	$0.3068
Interoffice Transport - Dedicated - DS1 - per facility termination	$63.39
Interoffice Transport - Dedicated DS1 System	$18.23
Interoffice Transport - Voice Grade Plug-in	$2.67
NRC - 1st	$12.97
NRC - Add'l	$11.27
NRC - Incremental Charge - Manual Service Order - 1st	$45.46
NRC - Incremental Charge - Manual Service Order - Add'l	$15.72
NRC - 1st Disconnect	$12.61
NRC - Add'l Disconnect	$12.61
4-Wire 56 or 64 Kbps Loop with DS1 Interoffice Transport	
4-Wire 56 or 64 Kbps Loop	$30.72
Zone 1 - Deaverage Loop	$26.44
Zone 2 - Deaverage Loop	$30.53
Zone 3 - Deaverage Loop	$48.53
Interoffice Transport - Dedicated - DS1 - per mile	$0.3068
Interoffice Transport - Dedicated - DS1 - per facility termination	$63.39
Interoffice Transport - Dedicated DS1 System	$18.23
Interoffice Transport - Voice Grade Plug-in	$1.06
NRC - 1st	$12.97
NRC - Add'l	$11.27

DESCRIPTION	AT&T PROPOSED
NRC - Incremental Charge - Manual Service Order - 1st	$45.46
NRC - Incremental Charge - Manual Service Order - Add'l	$15.72
NRC - 1st Disconnect	$12.61
NRC - Add'l Disconnect	$12.61
4-Wire DS1 Digital Loop with DS1 Interoffice Transport	
4-Wire DS1 Digital Loop	$60.88
Zone 1 - Deaverage Loop	$52.40
Zone 2 - Deaverage Loop	$60.51
Zone 3 - Deaverage Loop	$96.18
Interoffice Transport - Dedicated - DS1 - per mile	$0.3068
Interoffice Transport - Dedicated - DS1 - per facility termination	$63.39
NRC - 1st	$12.97
NRC - Add'l	$11.27
NRC - Incremental Charge - Manual Service Order - 1st	$45.46
NRC - Incremental Charge - Manual Service Order - Add'l	$15.72
NRC - 1st Disconnect	$12.61
NRC - Add'l Disconnect	$12.61
4-Wire DS1 Digital Loop with DS3 Interoffice Transport	
4-Wire DS1 Digital Loop	$60.88
Zone 1 - Deaverage Loop	$52.40
Zone 2 - Deaverage Loop	$60.51
Zone 3 - Deaverage Loop	$96.18
Interoffice Transport - Dedicated - DS3 - per mile	$6.46
Interoffice Transport - Dedicated - DS3 - per facility termination	$717.60
Interoffice Transport - Dedicated DS3 System	$202.91
Interoffice Transport - DS1 Card or W-DCS port	$0.667
NRC - 1st	$12.97
NRC - Add'l	$11.27
NRC - Incremental Charge - Manual Service Order - 1st	$45.46
NRC - Incremental Charge - Manual Service Order - Add'l	$15.72
NRC - 1st Disconnect	$12.61
NRC - Add'l Disconnect	$12.61
DS3 Digital Loop with DS3 Interoffice Transport	
DS3 Digital Loop	$79.14
Zone 1 - Deaverage Loop	$68.12
Zone 2 - Deaverage Loop	$78.66
Zone 3 - Deaverage Loop	$125.03
Interoffice Transport - Dedicated - DS3 - per mile	$6.46
Interoffice Transport - Dedicated - DS3 - per facility termination	$717.60
Interoffice Transport - Dedicated DS3 System	$202.91
Interoffice Transport - DS1 Card or W-DCS port	$0.667
NRC - 1st	$12.97
NRC - Add'l	$11.27
NRC - Incremental Charge - Manual Service Order - 1st	$45.46
NRC - Incremental Charge - Manual Service Order - Add'l	$15.72
NRC - 1st Disconnect	$12.61
NRC - Add'l Disconnect	$12.61

NOTES:

1 The 2-Wire Line Port includes all features and functionality of the switch.

DESCRIPTION	AT&T PROPOSED
If no rate is identified in the contract, the rate for the specific service or function will be as negotiated by the parties upon request by either party.	

ATTACHMENT 2

EXHIBIT C

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES CONTRACT

Per Query Rate

Effective: _December 15, 1999__

This contract between BellSouth Telecommunications, Inc., a corporation under the laws of the state of Georgia (herein called BellSouth), and AT&T Corp., a corporation under the laws of the state of New York, (herein called the Customer) is entered into this _15_ day of _December, 1999, and sets forth the terms and conditions under which Calling Name Delivery (CNAM) Database Services will be provided by BellSouth to the Customer.

1.00 DEFINITIONS

For the purpose of this Contract and its Exhibits, the following terms shall be defined as:

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

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (SS7) technology, and that is contained in the Initial Address Message (IAM) portion of the SS7 call setup.

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

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

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

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

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

2.00 SCOPE OF CONTRACT

2.01 This contract will cover the terms and conditions and the various scenarios for which BellSouth will provide to the Customer access to the BellSouth CNAM SCP for query or record storage purposes.

2.02 The language of this Section 2.02 pertains only to the query of, and record storage in, the BellSouth CNAM SCP for purposes of providing telecommunications services to end user customers located within the 9 state territory currently served by BellSouth (the Region) and is not applicable to end user customers located outside of the Region.

2.021. This contract is intended to bind the Parties for a minimum of a 2 year term for queries and end user names that are outside of the 9 state BellSouth region; provided however, it is understood between the Parties that this Contract is an interim contractual arrangement only as to queries and end user names within the 9 state BellSouth region. By entering into this interim contractual arrangement for queries and end user names within the 9 state BellSouth region, the Customer does not waive any right that it may have to obtain access to the BellSouth CNAM SCP or store its records in said SCP for in region queries and end user names through any existing or future 47 U.S.C. §252 interconnection agreement executed between the parties. Additionally, the Customer does not waive any right to negotiate, and to arbitrate access to the BellSouth CNAM SCP for in region queries and end user names, if necessary, in accordance with Sections 251 and 252 of the Telecommunications Act of 1996, to obtain said data as either a service available for resale or as an unbundled network element.

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3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to the Customer requires interconnection from the Customer's SSP (s) to BellSouth's SS7 Network for access to BellSouth's CNAM Service Control Points (SCPs). Such interconnections shall be established by mutual agreement between BellSouth and the Customer.

3.02 The appropriate charge for access to, and use of, the BellSouth CNAM Database service shall be as set forth in Exhibit A hereto.

3.03 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, the Customer must provide its own CNAM SSP. The Customer CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.04 In-Region Customers
If the Customer elects to query the BellSouth CNAM SCP for the purposes of providing the CNAM data to an end user customer located within the Region via a third party SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth SS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs).

3.05 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP for the purposes of providing the CNAM data to an end user customer located outside of the BellSouth region via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the parties and writing shall, by this reference become an integral part of this Contract.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

4.01 The mechanism to be used by the Customer for initial CNAM record load and/or updates shall be determined in accordance with the specifications set forth in the

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technical section of the CNAM Starter Kit, provided to Customer by BellSouth after the effective date of this Contract. The initial load and all updates shall be provided by the Customer in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of the Customer to provide accurate information to BellSouth on a current basis.

4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

5.00 MODIFICATION AND COMPLIANCE

5.01 Neither this Contract nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

5.02 No course of dealing or failure of either party to enforce any provision of this Contract, or any of its Exhibits, shall be construed as a waiver of such provision or any other rights under this Contract or any of its Exhibits.

6.00 TERM AND TERMINATION PROVISIONS

6.01 Subject to the terms and conditions of this Contract, BellSouth shall provide CNAM Database Access Services to the Customer on the service activation date agreed to by the parties the service activation date is shown below in Exhibit A.

6.02 This Contract shall be in effect for the term specified in Exhibit A, beginning on the service activation date. If no term is specified the term shall be one year from the service activation date of the Contract. Either party may terminate this Contract at the end of the initial term by giving written notice of termination at least ninety (90) days prior to the expiration of said term. If Customer terminates before the initial term is complete Customer shall pay as a termination charge an amount equal to the following:

[Number of months left in initial term x the minimum determined guaranty of queries x the determined rate x 10%].

6.03 After the initial term, the term and price shall be reestablished between the Customer and BellSouth in writing. Otherwise, this Contract shall continue in full force and effect at the one-year term rate of $.01 per query until either party

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gives the other party written notice to terminate at least ninety (90) days prior to the termination date.

7.00 PROTECTION OF PROPRIETARY INFORMATION

7.01 Each party agrees to protect the proprietary information entrusted to it by the other party. Such proprietary information shall include this Contract and its Exhibits, Supplements and Attachments, and shall be held in confidence by the receiving party and only be disclosed to those employees, contractors or agents who have a need for it in order to provide telecommunications services required to fulfill this Agreement and its Exhibits. BellSouth agrees to use the customer names and numbers provided by the Customer for the purposes CNAM Delivery Database Services only.

7.02 Any proprietary information that is furnished to either party shall be clearly marked as proprietary and shall be treated as such by the receiving party. Such information shall remain the property of the originating party and shall be returned upon request.

7.03 Each party agrees to give immediate notice to the other party of any legal demands to disclose proprietary information prior to disclosing such information.

7.04 Notwithstanding the forgoing, Customer CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulations on privacy treatment.

8.00 ACCURACY OF INFORMATION

Customer shall be fully responsible for the accuracy of information provided to BellSouth pursuant to this Contract and agrees that BellSouth shall have no obligation or responsibility to verify the accuracy of such information. Customer shall indemnify, defend and hold harmless BellSouth from and against any loss, cost, claim, injury or liability of any kind or nature whatsoever claimed by any third party resulting or arising from inaccuracy of any CNAM data supplied by Customer to BellSouth pursuant to this Contract.

9.00 ALTERNATIVE DISPUTE RESOLUTION

In the event of a dispute between the parties relating to the interpretation or implementation of this Contract, such dispute shall be resolved in accordance

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with the alternative dispute resolution procedures established in the then current 47 U.S.C. Sec. 252 interconnection agreement executed between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by duly authorized officers this 15 day of December, 1999.

AT&T CORP.

Signature: 

Name: Caitlin Cameron

Title: C/LEC D

BELLSOUTH TELECOMMUNICATIONS, INC.

Signature: Jan Burriss

Name: JAN BURRISS

Title: AVP

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EXHIBIT A

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES COMPENSATION

Attached to and made part of the Calling Name Delivery Database Services Contract

Calling Name Data Base Access Service
Per Query Price

The charge for Customer's Queries to the BellSouth Calling Name Database shall be as follows: (initial option selected)

A non-recurring fee of $595.00 is applicable when the Customer uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database.

Option 1 – Base Rate

Contract term up to 24 months, or month-to-month contract, at $0.01 per query.

Initials: Customer _____ BST _____

Option 2 - Volume and Term

	Price	Frequency	Term	Forecast No. of Queries
CNAM Query	$0.00491	Per Query	24 Months	25,000,000 per month (Only applicable with volume and term discount pricing)

Forecast Requirements

If Customer chooses volume and term discount pricing, prior to the effective date of this agreement and within 30 days of the beginning of each successive twelve (12) month period, the Customer shall provide BellSouth with an annual forecast of CNAM queries. Within 15 days of receiving the annual forecast, BellSouth and Customer shall review Customer's forecasts and shall mutually agree on an interim usage rate to be charged during the following twelve (12) month period.

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Forecast Requirements are only necessary if Customer chooses volume and term discount pricing.

True-up Procedure

If Customer chooses volume and term discount pricing, within thirty (30) days following the end of each twelve (12) month period, BellSouth will provide a true-up statement to Customer setting forth Customer's per-query rate applicable to such usage and the difference, if any, between the interim charges paid by Customer based on estimated usage and the final charges based on the actual usage information. Within thirty (30) days after BellSouth delivery of the true-up statement, Customer will pay any amounts remaining due or BellSouth will credit any overpayments, as applicable, based on the true-up statement.

Initials: Customer _____ BST _____

- Service Activation Date

The parties agree that the following date shall be the Service Activation Date for purposes of Calling Name Delivery Database Service:

Service Activation Date __April 3, 2000

Executed this ___15_____ day of __December, _1999_____.

Customer: AT&T CORP.

Signature: _____

Name: _____

Title: _____

BELLSOUTH TELECOMMUNICATIONS, INC.

Signature: _____

Name: JAN BURRISS

Title: AVP

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10/7/99

Price List Section

Volume and Term Discounts Offered for CNAM Storage Agreements

Schedule A queries per month	Term Of Contract 3 year	5 year	7 year
600,000	$ 0.00980	$ 0.00944	$ 0.00868
1,200,000	$ 0.00950	$ 0.00897	$ 0.00825
1,800,000	$ 0.00900	$ 0.00849	$ 0.00781
2,400,000	$ 0.00875	$ 0.00826	$ 0.00760
10,000,000	$ 0.00850	$ 0.00802	$ 0.00738
20,000,000	$ 0.00737	$ 0.00696	$ 0.00640
25,000,000	$ 0.00614	$ 0.00580	$ 0.00533
30,000,000	$ 0.00491	$ 0.00464	$ 0.00426
40,000,000	$ 0.00368	$ 0.00347	$ 0.00320
50,000,000	$ 0.00318	$ 0.00300	$ 0.00276
70,000,000	$ 0.00268	$ 0.00253	$ 0.00233
100,000,000+	$ 0.00218	$ 0.00206	$ 0.00189

Notes: Further discounts are available if CNAM product is bundled with other products or services. price for bundled CNAM is listed in Schedule B.

Schedule B queries per month	Term Of Contract 3 year	5 year	7 year
600,000	$ 0.00950	$ 0.00897	$ 0.00825
1,200,000	$ 0.00900	$ 0.00849	$ 0.00781
1,800,000	$ 0.00875	$ 0.00826	$ 0.00760
2,400,000	$ 0.00850	$ 0.00802	$ 0.00738
10,000,000	$ 0.00737	$ 0.00696	$ 0.00640
20,000,000	$ 0.00614	$ 0.00580	$ 0.00533
25,000,000	$ 0.00491	$ 0.00464	$ 0.00426
30,000,000	$ 0.00368	$ 0.00347	$ 0.00320
40,000,000	$ 0.00318	$ 0.00300	$ 0.00276
50,000,000	$ 0.00268	$ 0.00253	$ 0.00233
70,000,000+	$ 0.00218	$ 0.00206	$ 0.00189

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ATTACHMENT 3

LOCAL INTERCONNECTION

TABLE OF CONTENTS

1. NETWORK INTERCONNECTION 1

2. METHODS OF INTERCONNECTION 7

3. INTERCONNECTION TRUNKING AND ROUTING 12

4. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION 22

5. NETWORK MAINTENANCE 30

6. INTERCONNECTION COMPENSATION 28

EXHIBIT A Rates for Interconnection

EXHIBIT B Space Liscense Terms and Conditions

EXHIBIT C BellSouth Proposed Preferred Interconnection Architecture

EXHIBIT D BellSouth Proposed One Way Trunking Reguirement

EXHIBIT E BellSouth Proposed Two Way Trunking Requirement

EXHIBIT F BellSouth Proposed Super Group Interconnection Architecture

LOCAL INTERCONNECTION

1 NETWORK INTERCONNECTION

1.1 The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access).

1.2 **DISAGREE**

AT&T PROPOSAL

For the purpose of accessing UNEs provided by BellSouth, BellSouth shall permit AT&T to interconnect with BellSouth at any technically feasible point, including tandems, end offices, designated points of interface (facility or switch) or customer premises. Nothing in this Attachment 3 shall limit AT&T's right to interconnect with BellSouth for access to UNEs.~~BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.~~

BST PROPOSAL

BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.

1.3 **DISAGREE**

AT&T PROPOSAL

For the purpose of receiving Local Traffic, IntraLATA Toll Traffic, Transit Traffic and Meet Point Traffic (collectively "Interconnection Traffic") from the other party, the parties shall mutually agree to the quantity and location of the Points of Interconnection that each party will establish within each respective LATA. The Point of Interconnection ("POI") is the point at which the originating Party delivers its originated traffic to the terminating Party. The POI locations of one Party may be exactly the same, partially the same or completely different than the POI locations of the other Party.

In the event that the parties cannot reach mutual agreement as to the quantity of POIs, the default shall be the quantity of BellSouth tandems and AT&T tandems within the LATA.

In the event that the parties cannot reach mutual agreement as to the location of POIs, the default shall be the location of each Party's tandem switches.

For purposes of this Attachment 3, every AT&T switch is deemed to be a tandem switch. ~~AT&T shall provide interconnection to BellSouth at any mutually agreed upon point.~~

BST PROPOSAL

AT&T shall provide interconnection to BellSouth at any mutually agreed upon point.

1.4 **DISAGREE**

AT&T PROPOSAL

Following the establishment of the quantity and location of POIs, each Party shall specify to the other Party the POI associated with each switch it operates. The sending Party agrees to terminate its Interconnection Traffic to the POI specified by the receiving Party or, when mutually agreed to, a secondary POI identified in any jointly-developed trunk service plans. ~~AT&T must establish, at a minimum, a single Point of Presence, Point of Interface, and Point of Interconnection with BellSouth within the LATA for the delivery of AT&T's originated local, intraLATA toll terminated to BellSouth and transit traffic terminated to other than BellSouth.][OPEN-BST/AT&T] If AT&T chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth access or local tandem. Furthermore, AT&T must establish Points of Interconnection at all BellSouth access and local tandems where AT&T NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and AT&T End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is AT&T's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for AT&T to home its NPA/NXX(s) on a BellSouth access or local tandem, AT&T's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.~~

BST PROPOSAL

AT&T must establish, at a minimum, a single Point of Presence, Point of Interface, and Point of Interconnection with BellSouth within the LATA for the delivery of AT&T's originated local, intraLATA toll terminated to BellSouth and transit traffic terminated to other than BellSouth. If AT&T chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth access or local tandem. Furthermore, AT&T must establish Points of Interconnection at all BellSouth access and local tandems where AT&T NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and AT&T End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is AT&T's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for AT&T to home its NPA/NXX(s) on a BellSouth access or local tandem, AT&T's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.

1.5 A Point of Presence is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The Point of Presence is the physical location within which the Point(s) of Interface occur.

1.6 A Point of Interface is the physical telecommunications interface between BellSouth and AT&T's interconnection facilities. It establishes the technical interface and point of operational responsibility. The primary purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics:

1.6.1 It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.

1.6.2 It is a point where BellSouth and AT&T can verify and maintain specific performance objectives.

1.6.3

1.6.4 The Parties will provide or will cause to be provided equipment to interface with the equipment on the customer premises. **[OPEN-BST]**

1.7 **DISAGREE**

AT&T PROPOSAL

~~**The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either access tandems, local tandems, End Offices, or any other technically feasible point, as described in this Agreement. AT&T's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth access and local tandems. Points of Interconnection established at the BellSouth local tandem apply only to AT&T-originated local and local originating and terminating transit traffic.**~~

BST PROPOSAL

The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either access tandems, local tandems, End Offices, or any other technically feasible point, as described in this Agreement. AT&T's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth access and local tandems. Points of Interconnection established at the BellSouth local tandem apply only to AT&T-originated local and local originating and terminating transit traffic.

1.8 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.

1.9 Each party will be responsible for engineering its network (i.e., the underlying facilities on which trunks are provisioned) on its side of the Point of Interface. Each Party shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to the other Party. The Point of Interface may not necessarily be established at the Point of Interconnection.

1.10 **DISAGREE**

AT&T PROPOSAL

~~**BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to AT&T for call transport and termination by AT&T.**~~

BST PROPOSAL

BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to AT&T for call transport and termination by AT&T.

1.11 **DISAGREE**

AT&T PROPOSAL

~~**For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.**~~

BST PROPOSAL

For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

1.12 For the purposes of this Attachment 3, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

1.13 **DISAGREE**

AT&T PROPOSAL

For the purposes of this Attachment 3, Dedicated Transport is defined as a **transport facility between two points specified by the requesting Party.**

BST PROPOSAL

For the purposes of this Attachment 3, Dedicated Transport is defined as a **switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.**

1.14 Prices for interconnection facilities are contained in Exhibit A to this Attachment.

2 METHODS OF INTERCONNECTION

2.1 The Parties shall interconnect their networks utilizing one of the following methods in accordance with the provisions set forth in this Attachment 3.

2.1.1 Interconnection by one Party at the premises of the other Party.

2.1.2 BellSouth shall provide collocation to AT&T pursuant to the terms set forth in Attachment 4 of this Agreement, incorporated herein by this reference. AT&T may, at its option, purchase such collocation at the rates, terms, and conditions set forth in Attachment 4 of this Agreement, incorporated herein by this reference.

2.1.3 **DISAGREE**

AT&T PROPOSAL

AT&T, at its sole discretion, may permit BellSouth to utilize space and power in AT&T facilities specified by AT&T solely for the purpose of terminating BellSouth's **Interconnection Traffic.** BellSouth may request installation of both cable and equipment, or cable only. The pricing, terms and conditions of such arrangement shall be pursuant to Exhibit B of this Attachment 3, incorporated herein by this reference.

BST PROPOSAL

2.1.4 AT&T, at its sole discretion, may permit BellSouth to utilize space and power in AT&T facilities specified by AT&T solely for the purpose of terminating BellSouth's **local traffic**. BellSouth may request installation of both cable and equipment, or cable only. The pricing, terms and conditions of such arrangement shall be pursuant to Exhibit B of this Attachment 3, incorporated herein by this reference.

2.1.5 Leased Facilities – where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Attachment 3. At AT&T's request, it may lease separate facilities for the sole purpose of delivering undipped 8YY traffic from AT&T's end users to BellSouth's Switching Services Port ("SSP") for dipping into BellSouth's toll free database.

2.1.6 Third Party Facilities – where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this Agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

2.1.7 Commercial Intra-building Interconnection – where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish a Point of Interface at such location utilizing intra-building cable.

2.1.8 "Fiber Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface), at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., Point of Interface). A Fiber Meet shall be an arrangement as set forth in Section 2.3 of this Attachment 3.

2.1.9 Any other method determined to be technically feasible and requested by AT&T shall be done pursuant to the process defined in Attachment 14 of this Agreement, incorporated herein by this reference. Any other method determined to be technically feasible and requested by BellSouth and agreed to by AT&T shall be done pursuant to [_____.] **[OPEN-AT&T]**

2.2 **DISAGREE**

AT&T PROPOSAL

~~**Local Tandem Interconnection. This interconnection arrangement allows AT&T to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of AT&T-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff, Section A3 served by those BellSouth local tandems; and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.**~~

BST PROPOSAL

Local Tandem Interconnection. This interconnection arrangement allows AT&T to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of AT&T-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff, Section A3 served by those BellSouth local tandems; and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

2.2.1 **DISAGREE**

AT&T PROPOSAL

When a specified local calling area is served by more than one BellSouth local tandem, AT&T must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, AT&T may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. ~~**AT&T may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where AT&T does not choose to establish a Point of Interconnection.**~~ It is AT&T's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to AT&T's codes. Likewise, AT&T shall obtain its routing information from the LERG.

BST PROPOSAL

When a specified local calling area is served by more than one BellSouth local tandem, AT&T must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, AT&T may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. **AT&T may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where AT&T does not choose to establish a Point of Interconnection.** It is AT&T's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to AT&T's codes. Likewise, AT&T shall obtain its routing information from the LERG.

2.2.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, AT&T must also establish Points of Interconnection to BellSouth access tandems within the LATA on which AT&T has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access ("SWA") and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type

2A CMRS interconnection is defined in BellSouth's General Subscriber Services Tariff, Section A35.)

2.2.3 **DISAGREE**

AT&T PROPOSAL

~~**Bell South's provisioning of local tandem interconnection assumes that AT&T has the necessary local interconnection arrangement with the other third party network providers subtending those local tandems as required by the Act.**~~

BST PROPOSAL

Bell South's provisioning of local tandem interconnection assumes that AT&T has the necessary local interconnection arrangement with the other third party network providers subtending those local tandems as required by the Act.

2.3 Fiber Meet

2.3.1 If AT&T elects to establish a POI with BellSouth pursuant to a Fiber Meet, AT&T and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a facility at either the DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. The parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities and software. However, AT&T's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The Parties will work cooperatively in the selection of compatible transmission equipment and software. Fiber Meet will be used for the provision of two-way trunking unless otherwise agreed to by the Parties.

2.3.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Serving Wire Center ("BSWC").

2.3.3 AT&T shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the AT&T Serving Wire Center ("ASWC").

2.3.4 The parties shall mutually agree upon a Point of Interface as a Fiber Meet point and shall make all necessary preparations to receive and to

allow and enable delivery of fiber optic facilities into the Point of Interface with sufficient spare length to reach the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to AT&T or Point of Interface to BellSouth).

2.3.5 The Parties shall deliver and maintain their own strands wholly at their own expense. Upon verbal request by either Party, the other Party shall allow access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

2.3.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

2.3.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

2.3.8 Neither Party shall charge the other for its portion of the Fiber Meet facility between the ASWC and the BSWC used exclusively for the other Party's local traffic (i.e., the Local Channel). The Parties do not intend to utilize this arrangement for transit traffic.

3 INTERCONNECTION TRUNKING AND ROUTING

3.1 **DISAGREE**

AT&T PROPOSAL

The parties will establish separate trunk groups as follows:

Exchange Service Interconnection Traffic ("ESIT") trunk groups will be established to carry combined local and intraLATA toll traffic. ESIT means traffic that is originated by an end user of one Party and terminates to an end user of the other Party within a given LATA. Unless the Parties mutually agree otherwise, ESIT trunk groups shall be one-way terminating trunks.

Two-way Meet Point Traffic trunk groups will be established to carry Switched Access traffic for third-party IXC customers.

Two-way Transit Traffic trunk groups will be established to carry traffic between AT&T and third party CLECs. The Parties agree

that Meet Point Traffic and Transit Traffic may be combined on a single trunk group at AT&T's request.

At AT&T's request, one-way Meet Point Traffic trunks will be established by the Parties to enable AT&T to deliver undipped 8YY traffic from AT&T Customers to the LEC SSP for dipping in the Industry Toll Free Data Base. All originating toll free service calls for which AT&T requests that the BellSouth perform the SSP function (e.g., perform the database query) shall be delivered to BellSouth, using an agreed upon signaling format. This can be either GR-394-CORE format with Carrier Code "0110" and Circuit Code of "08" or GR-317-CORE format. Charges for dipping and transport to the IXC will be billed in accordance with MECOD/MECAB guidelines.

Special use trunks (e.g., 911, choke) will be established in accordance with this Section [ ].

BST PROPOSAL

BellSouth and AT&T shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with this Attachment.

3.2 The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Attachment in accordance with the following:

3.2.1 **Within 45 days of the Effective Date, the Parties will mutually develop an operations plan based on sound engineering and operations principles, which will specify the guidelines to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 3. Such guidelines will conform to standard industry practices adopted by and contained in documents published by Industry Forums, including but not limited to, the Alliance for Telecommunications Industry Solutions ("ATIS") and the Ordering and Billing Forum ("OBF").**

3.3 **Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment.**

3.4 **Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the Effective Date of the Agreement.**

3.5 **If, following one (1) year after the Effective Date of the Agreement, there exists any interconnection trunks which have not been converted to the interconnection arrangements described in this Attachment 3, then either Party may invoke the dispute resolution process, pursuant to Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. [OPEN-BST/AT&T]**

3.6 The Parties will use the following interconnection standards:

3.6.1 The Parties agree to establish Binary 8 Zero Sum Extended Superframe line protocol, where technically feasible.

3.6.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. DS3 facilities will be provisioned with C-bit parity.

3.6.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.

3.6.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Section 4.8 of this Attachment 3 and sound engineering practices.

3.6.5 Interconnection will be provided utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).

3.6.6 BellSouth and AT&T shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks.

3.6.7 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and AT&T not addressed in Exhibit A shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. AT&T shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.

3.7

3.8 All originating toll free service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be

delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls.

3.9 Originating Feature Group B calls delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem. **[OPEN-BST]**

3.10 The Parties shall deliver over any trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the access tandem; and (2) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the access tandem.

3.11 For BellSouth end offices that do not normally subtend tandem for which calls are routed to that end office on an alternate routing basis, BellSouth will provide AT&T its alternative routing (scheme) arrangements. Where BellSouth utilizes alternative arrangements, it shall deliver any traffic through that alternative routing.

3.12 The Parties shall deliver over any trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.

3.13 The source for the routing information for all traffic shall be the LERG, unless otherwise agreed to between the Parties.

3.14 Where either Party delivers over the local traffic trunk groups miscellaneous calls (e.g., time, weather, 976) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

3.15 The Parties will cooperate to establish separate, choke trunk groups for the completion of calls to end users such as radio contest lines. Notwithstanding the foregoing, the Parties agree that where the Parties' switch has the capability to perform call gapping and other protective network traffic management controls, separate trunk groups shall not be required to carry such traffic.

3.16 N11 code traffic shall be routed between the Parties' networks pursuant to accepted industry practice (e.g., over local traffic trunks or over separate trunk groups).

3.17 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification/Busy Line Verification Interrupt services

on calls between their respective line side end users for numbers that are not ported.

3.18 A blocking standard of one-half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided exchange access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). High usage trunk groups shall be sized to an economic CCS parameter mutually agreed to by both Parties.

3.18.1 BellSouth agrees to provide upon request of AT&T, pursuant to Attachment 6 of this Agreement, traffic usage data (including, but not limited to, usage, peg and overflow counts) for each AT&T NXX subtending the BellSouth tandem to determine which AT&T traffic by NXX is being blocked.

3.18.2 Pursuant to Attachment 9, incorporated herein by this reference, BellSouth shall report to AT&T information regarding blocking of interconnection traffic.

3.19 The Parties agree to jointly manage the capacity of interconnection trunk groups to encourage the economic deployment of increasingly robust and diverse interconnection between their networks.

DISAGREE

AT&T PROPOSAL

3.20 ~~**BellSouth Access Tandem Interconnection Architectures**~~

3.20.1 ~~**BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices.**~~

3.21 ~~**Preferred Trunking Interconnection**~~

3.21.1 ~~**In this interconnection architecture AT&T's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between AT&T and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between AT&T and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which AT&T desires interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth**~~

~~originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to AT&T. The Two-way Trunking Rules, described in this Agreement, do not apply to this architecture. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Preferred Trunking Interconnection architecture is illustrated in Exhibit C.~~

3.22 ~~One Way Trunking Interconnection~~

3.22.1 ~~In this arrangement, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries AT&T-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for AT&T end-users. A third two-way trunk group is established for AT&T's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between AT&T and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which AT&T desires interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. One Way Trunking Interconnection is illustrated in Exhibit D.~~

3.23 ~~Two-Way Trunking Interconnection~~

3.23.1 ~~Two-Way Trunking Interconnection establishes one two-way trunk group to carry local and intraLATA toll traffic between AT&T and BellSouth. To establish this type of configuration, AT&T and BellSouth must agree to the Two-way Trunking Rules. In addition, a two-way transit trunk group must be established for AT&T's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between AT&T and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which AT&T desires interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services,~~

~~directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. Two-Way Trunk Interconnection is illustrated in Exhibit E.~~

3.24 ~~Supergroup Interconnection~~

3.24.1 ~~In the Supergroup Interconnection arrangement, the Parties Local and IntraLATA Toll and AT&T's Transit Traffic is exchanged on a single two-way trunk group between AT&T and BellSouth. AT&T and BellSouth must agree to the Two-way Trunking Rules in order to establish this architecture. This group carries intratandem Transit Traffic between AT&T and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which AT&T desires interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. Supergroup Interconnection is illustrated in Exhibit F.~~

3.25 ~~Two-Way Trunking Rules:~~

3.25.1 ~~AT&T will initiate two-way trunk request, and BellSouth will concur. However, two-way trunks will be jointly provisioned.~~

3.25.2 ~~The Point of Interface will be located at a mutually agreed location or point designated by BellSouth. If an agreement cannot be reached on the location of the Point of Interface, each company will establish its own Point of Interface and order one-way trunks.~~

3.25.3 ~~BellSouth and AT&T will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.~~

3.25.4 ~~AT&T will order trunks using ASR process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and AT&T.~~

3.25.5 ~~BellSouth and AT&T must agree on Standard Traffic Engineering parameters that will be used in the engineering of the trunk groups.~~

3.25.6 ~~BellSouth and AT&T must agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.~~

3.25.7 ~~Establishing a two-way trunk group does not preclude BellSouth or AT&T from adding one-way trunk groups within the same Local Calling Area.~~

3.25.8 ~~For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.~~

3.25.9 ~~BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interface, and AT&T will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interface.~~

3.26 ~~BellSouth End Office Interconnection~~

3.26.1 ~~AT&T may establish interconnection at BellSouth end offices for the delivery of AT&T originated local and intralata toll traffic destined for BellSouth end-users served by that end-office.~~

3.26.2 ~~When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to AT&T, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows it's traffic. The overflow will be based on the homing arrangements AT&T displays in the LERG. Likewise, if AT&T interconnects to a BellSouth end office for delivery of AT&T originated traffic, AT&T will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.~~

BST PROPOSAL

3.27 **BellSouth Access Tandem Interconnection Architectures**

3.27.1 **BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices.**

3.28 **Preferred Trunking Interconnection**

3.28.1 **In this interconnection architecture AT&T's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between AT&T and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between AT&T and Independent**

Companies, Interexchange Carriers, other CLECs and other network providers with which AT&T desires interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to AT&T. The Two-way Trunking Rules, described in this Agreement, do not apply to this architecture. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Preferred Trunking Interconnection architecture is illustrated in Exhibit C.

3.29 **One Way Trunking Interconnection**

3.29.1 **In this arrangement, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries AT&T-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for AT&T end-users. A third two-way trunk group is established for AT&T's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between AT&T and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which AT&T desires interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. One Way Trunking Interconnection is illustrated in Exhibit D.**

3.30 **Two-Way Trunking Interconnection**

3.30.1 **Two-Way Trunking Interconnection establishes one two-way trunk group to carry local and intraLATA toll traffic between AT&T and BellSouth. To establish this type of configuration, AT&T and BellSouth must agree to the Two-way Trunking Rules. In addition, a two-way transit trunk group must be established for AT&T's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between AT&T and Independent Companies, Interexchange Carriers, other CLECs**

and other network providers with which AT&T desires interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. Two-Way Trunk Interconnection is illustrated in Exhibit E.

3.31 **Supergroup Interconnection**

3.31.1 **In the Supergroup Interconnection arrangement, the Parties Local and IntraLATA Toll and AT&T's Transit Traffic is exchanged on a single two-way trunk group between AT&T and BellSouth. AT&T and BellSouth must agree to the Two-way Trunking Rules in order to establish this architecture. This group carries intratandem Transit Traffic between AT&T and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which AT&T desires interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. Supergroup Interconnection is illustrated in Exhibit F.**

3.32 **Two-Way Trunking Rules:**

3.32.1 **AT&T will initiate two-way trunk request, and BellSouth will concur. However, two-way trunks will be jointly provisioned.**

3.32.2 **The Point of Interface will be located at a mutually agreed location or point designated by BellSouth. If an agreement cannot be reached on the location of the Point of Interface, each company will establish its own Point of Interface and order one-way trunks.**

3.32.3 **BellSouth and AT&T will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.**

3.32.4 **AT&T will order trunks using ASR process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and AT&T.**

3.32.5 **BellSouth and AT&T must agree on Standard Traffic Engineering parameters that will be used in the engineering of the trunk groups.**

3.32.6 **BellSouth and AT&T must agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.**

3.32.7 **Establishing a two-way trunk group does not preclude BellSouth or AT&T from adding one-way trunk groups within the same Local Calling Area.**

3.32.8 **For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.**

3.32.9 **BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interface, and AT&T will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interface.**

3.33 **BellSouth End Office Interconnection**

3.33.1 **AT&T may establish interconnection at BellSouth end offices for the delivery of AT&T originated local and intralata toll traffic destined for BellSouth end-users served by that end-office.**

When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to AT&T, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows it's traffic. The overflow will be based on the homing arrangements AT&T displays in the LERG. Likewise, if AT&T interconnects to a BellSouth end office for delivery of AT&T originated traffic, AT&T will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.

4 **NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION**

4.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities

or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

4.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the technical specifications set forth in the applicable industry standard technical references. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the applicable industry standard technical references. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

4.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

4.4 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating exchange access traffic to the IXC using available translations. The

Parties will follow all industry Ordering and Billing Forum ("OBF") adopted guidelines pertaining to TNS codes.

4.4.1 BellSouth's Common Channel Signaling Access Service ("CCSAS") allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path.

4.4.2 The transport portion of CCSAS, commonly referred to as a signaling link, is provided via dedicated 56 kbps out of band signaling connections between the AT&T signaling point of interconnection and BellSouth's signaling point of interconnection ("SPOI").

4.4.3 The network termination point where this interconnection takes place is called the Signaling Transfer Point ("STP") port termination.

4.4.4 Charges for signaling links and the STP port termination can be found in Attachment 2 of this Agreement, incorporated herein by this reference.

4.4.5 Each CCSAS signaling connection provides for two-way digital transmission at speeds in multiples of 56 kbps. The connection to BellSouth's STP pair can be made from either AT&T's signaling point ("SP"), which requires a minimum of two links, or from AT&T's STP pair, which requires a minimum of four links.

4.4.6 SS7 Interconnection will take place at STP locations that are mutually agreed to by the Parties.

4.4.7 Where CCS is not available, in-band multi-frequency signaling will be provided. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party with appropriate call set-up and Automatic Number Identification ("ANI") where available, at parity.

4.4.8 The Parties will provide CCS to one another, where and as available, in conjunction with access to call related databases and Service Control Points ("SCP"), including toll free databases, Line Information Database ("LIDB"), Calling Name ("CNAM"), and any other necessary databases.

4.4.9 When the Parties establish new links , each Party shall provide its own STP port termination(s) and charge the other Party for the signaling links as follows:

4.4.9.1 Where the SPOI for the signaling link is at a Fiber Meet, there shall be no compensation between the Parties for the signaling link facilities used.

4.4.9.2 Where the SPOI for the signaling link facilities is located at the BellSouth Serving Wire Center where the signaling link facilities terminates and AT&T has furnished the interconnection facility, BellSouth will pay a monthly charge equal to one half of the AT&T-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Exhibit A in Attachment 2, incorporated herein by this reference.

4.4.9.3 Where the SPOI for the signaling link facilities is located at the AT&T Serving Wire Center facility where the signaling link facilities terminate and BellSouth has furnished the interconnection facility, AT&T will pay a monthly charge equal to one half of the BellSouth-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Exhibit A in Attachment 2, incorporated herein by this reference.

4.4.9.4 Each party is responsible for all facility maintenance and provisioning on its side of the SPOI.

4.4.10 Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements), including testing of SS7 interconnection, shall be pursuant to the technical specifications set forth in the applicable industry standard technical references. Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that AT&T LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate BellSouth switches. A mutually agreed test calling plan shall be conducted to ensure successful completion of originating and terminating calls.

4.5 Message Screening

4.5.1 BellSouth shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

4.5.2 BellSouth shall set message screening parameters so as to accept messages destined to/from an AT&T local or tandem switching system or to/from an AT&T Service Control Point ("SCP") from any signaling point or network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

4.6 STP Requirements

4.6.1 BellSouth shall provide message transfer part and Signaling Connection Control Point ("SCCP") protocol interfaces in accordance with the technical specifications set forth in the applicable industry standard technical references.

4.7 SS7 Network Interconnection

4.7.1 SS7 Network Interconnection is the interconnection of AT&T STPs and AT&T local or tandem switching systems with the BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, AT&T local or tandem switching systems and other third-party switching systems directly connected to the BellSouth SS7 network.

4.7.2 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

4.7.2.1 BellSouth local or tandem switching systems;

4.7.2.2 BellSouth databases; and

4.7.2.3 Other third party local or tandem switching systems.

4.7.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and AT&T or other third-party switching systems with (note could be an A link or a D/B link direct access to the BellSouth SS7 network.

4.7.4 SS7 Network Interconnection shall provide transport for certain types of TCAP messages. If traffic is routed based on dialed or translated digits between an AT&T local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the AT&T local STPs and the BellSouth or other third-party local switch.

4.7.5 When the capability to route messages based on Intermediate Signaling Network Identifier ("ISNI") is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code ("CIC").

4.7.6 BellSouth shall offer the following SS7 Network Interconnection options to connect AT&T or AT&T-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

4.7.6.1 A-link interface from AT&T local or tandem switching systems; and

4.7.6.2 D/B-link interface from AT&T STPs.

4.7.7 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

4.7.7.1 An A-link layer shall consist of two links.

4.7.7.2 A D/B-link layer shall consist of four links.

4.7.8 The Parties agree to implement intraoffice diversity for the signaling links so that no single failure of intraoffice facilities or equipment shall cause the failure of any two links in a layer connecting to a BellSouth STP.

4.7.9 Signaling Call Information. BellSouth and AT&T will send and receive 10 digits for local traffic. Additionally, BellSouth and AT&T will exchange the proper call information, i.e., originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

4.8 Trunk Forecasting and Servicing Requirements.

4.8.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to AT&T, AT&T must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If AT&T refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.

4.8.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this section shall be deemed "Confidential

Information" as set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.8.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 48 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this section shall be deemed "Confidential Information" as set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

4.8.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

4.9

4.9.1 Both Parties will manage the capacity of their interconnection trunk groups. BellSouth will issue an ASR to AT&T to order changes BellSouth desires to the BellSouth interconnection trunk groups based on BellSouth's capacity assessment. AT&T will issue an ASR to BellSouth to order changes AT&T desires to the AT&T interconnection trunk groups based on AT&T's capacity assessment.

4.9.2 Either Party may issue a Trunk Group Service Request ("TGSR") to the other Party to order changes it desires to the interconnection trunk groups based on its capacity assessment. The Party receiving the TGSR will, within ten (10) business days, respond with an ASR or an explanation of why it believes an ASR is inappropriate.

4.9.3 The Party submitting an ASR will provide complete and accurate tie down inventory assignments in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order by use of a Design Layout Record. Additional tie down information, such as span information, may be required when applicable.

4.9.4 The Parties will prepare ASRs pursuant to the industry standard guidelines of the OBF.

4.9.5 The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.

4.9.6 The standard interval used for the provisioning of additions to local interconnection trunk groups shall be no greater than ten (10) business days, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. Where feasible, either Party will expedite installation, upon the other Party's request.

4.9.7 Major projects shall be limited to those projects that require the coordination and execution of multiple orders or related activities between and among BellSouth and AT&T work groups specifically relating to: (i) the initial establishment of local interconnection trunk groups; (ii) extending service into a new area; (iii) NXX code moves; (iv) facility grooming; or (v) network rearrangements. If orders that are component pieces of a major project are submitted after project implementation has been jointly planned and coordinated, they shall be submitted with a major project reference. Several orders submitted at one time may not be classified as a major project without the consent of the submitting Party. Each Party will identify a single point of contact that will be responsible for overall coordination and management of a major project through an agreed completion point.

4.9.8 As provided herein, AT&T and BellSouth agree to exchange escalation lists which reflect contact personnel including vice president level officers. These lists shall include name, department, title, phone number, and fax number for each person. AT&T and BellSouth agree to exchange an up-to-date list promptly following changes in personnel or information.

4.10 Interference or Impairment

4.11 Within three (3) business days of receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective

measures in a manner consistent with industry practices. **[OPEN-BST]**

4.12 Local Dialing Parity

4.12.1 BellSouth and AT&T shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and AT&T shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5 NETWORK MAINTENANCE

5.1 Outage Repair Standard

5.1.1 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.

5.2 BellSouth shall provide AT&T at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact AT&T's end users. Scheduled maintenance shall include, without limitation, such activities as, switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion.

6 INTERCONNECTION COMPENSATION

6.1 Compensation for Local Traffic

6.1.1 **DISAGREE**

AT&T PROPOSAL

Except as provided in this Attachment, the Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for all ESIT. Such traffic shall be recorded and transmitted to AT&T in accordance with Attachment

6 of this Agreement. Reciprocal compensation for the transport and termination of ESIT shall be charged at rates specified in Exhibit A of this Attachment.

Where AT&T provides service to an AT&T end user using any Combinations that includes the local switching Network Element, the Parties shall adopt a "bill and keep" compensation arrangement for ESIT. Under this compensation arrangement, the terminating carrier will not charge the originating carrier for ESIT at either the appropriate end office or access tandem switch. Notwithstanding the implementation of a "bill and keep" compensation arrangement for ESIT, BellSouth will record and forward to AT&T all associated usage, as provided in Attachment 6 to this Agreement.

Nothing in this agreement shall be construed in any way to constrain either Party's choices regarding the size of the local calling areas that it may establish for its customers. ~~Local Traffic means any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a local call when the originating Party has its own switch. Therefore, when an AT&T end user originates traffic and AT&T sends it to BellSouth for termination, AT&T will determine whether the traffic is local or intraLATA toll. When a BellSouth end user originates traffic and BellSouth sends it to AT&T for termination, BellSouth will determine whether the traffic is local or intraLATA toll. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXX's in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic.~~

BST PROPOSAL

Local Traffic means any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a local call [when the originating Party has its own switch. Therefore, when an AT&T end user originates traffic and AT&T sends it to BellSouth for termination, AT&T will determine whether the traffic is local or intraLATA toll. When a BellSouth end user originates traffic and BellSouth sends it to AT&T for termination, BellSouth will determine whether the traffic is local or intraLATA toll. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXX's in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic.

6.1.2 **DISAGREE**

AT&T PROPOSAL

As clarification of this definition and for reciprocal compensation, Local Traffic does include traffic that originates from or terminates to or through an enhanced service provider or information service provider. ~~**As further clarification, Local Traffic does not include traffic that consists of minutes of use from any end user customer that relies upon a call placed by that end user customer or on the end user customer's behalf to establish or maintain a network connection, if: (a) minutes of use to be billed are primarily associated with traffic of a type not routinely and ordinarily recognized by a reasonable person to constitute traffic as a result of a telephone call (i.e., voice or data traffic); (b) the end user customer does not control the destination of the call; and (c) the minutes of use do not serve a legitimate purpose that is unrelated to the receipt of reciprocal compensation or any other benefit that may be derived solely from establishing or maintaining the network connection.**~~

BST PROPOSAL

As clarification of this definition and for reciprocal compensation, Local Traffic does **not** include traffic that originates from or is directed to or through an enhanced service provider or information service provider. **As further clarification, Local Traffic does not include traffic that consists of minutes of use from any end user customer that relies upon a call placed by that end user customer or on the end user customer's behalf to establish or maintain a network connection, if: (a) minutes of use to be billed are primarily associated with traffic of a type not routinely and ordinarily recognized by a reasonable person to constitute traffic as a result of a telephone call (i.e., voice or data traffic); (b) the end user customer does not control the destination of the call; and (c) the minutes of use do not serve a legitimate purpose that is unrelated to the receipt of reciprocal compensation or any other benefit that may be derived solely from establishing or maintaining the network connection.**

6.1.3 **DISAGREE**

AT&T PROPOSAL

Each Party is financially responsible for providing, on its side of the POI, the facilities on which the ESIT Trunks carrying such Party's ESIT traffic are provisioned. ~~**The Parties shall provide for the mutual and reciprocal recovery of the costs for the network**~~

~~facilities utilized in transporting and terminating local traffic on each other's network. The Parties agree that charges for transport and termination of calls on their respective networks are as set forth in Exhibit A to this Attachment.~~

BST PROPOSAL

The Parties shall provide for the mutual and reciprocal recovery of the costs for the network facilities utilized in transporting and terminating local traffic on each other's network. The Parties agree that charges for transport and termination of calls on their respective networks are as set forth in Exhibit A to this Attachment.

6.1.4 For the purposes of this Attachment 3, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.

6.1.5 For the purposes of this Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

6.1.6 For the purposes of this Attachment 3, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

6.1.7 **DISAGREE**

AT&T PROPOSAL

~~**If AT&T utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from AT&T for transport and termination of BellSouth originated traffic, BellSouth will pay AT&T no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where AT&T receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the AT&T terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate AT&T at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the network facilities provided by AT&T as defined in this Attachment 3.**~~

BST PROPOSAL

If AT&T utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from AT&T for transport and termination of BellSouth originated traffic, BellSouth will pay AT&T no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where AT&T receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the AT&T terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate AT&T at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the network facilities provided by AT&T as defined in this Attachment 3.

6.1.8 **DISAGREE**

AT&T PROPOSAL

~~**Neither Party shall represent access services traffic (e.g., Internet Protocol Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation. "Internet Protocol Telephony" is defined as real-time voice conversations over the Internet by converting voices into data which is compressed and split into packets, which are sent over the Internet like any other packets and reassembled as audio output at the receiving end.**~~

BST PROPOSAL

Neither Party shall represent access services traffic (e.g., Internet Protocol Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation. "Internet Protocol Telephony" is defined as real-time voice conversations over the Internet by converting voices into data which is compressed and split into packets, which are sent over the Internet like any other packets and reassembled as audio output at the receiving end.

6.1.9 Unidentifiable traffic. AT&T shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish local from intraLATA toll traffic for BellSouth originated traffic. AT&T end users assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to AT&T for termination on the AT&T's network, if BellSouth cannot determine, because of the manner in which AT&T has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Services Tariff. BellSouth

will make appropriate billing adjustments if AT&T can provide sufficient information for BellSouth to determine whether said traffic is local or toll. **[OPEN-AT&T/BST]**

6.1.10 **DISAGREE**

AT&T PROPOSAL

Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of **each month**, BellSouth and AT&T shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.

BST PROPOSAL

Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of **January, April, July and October of each year,** BellSouth and AT&T shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.

6.1.11 Percentage Interstate Usage. For combined interstate and intrastate AT&T traffic terminated by BellSouth over the same facilities, AT&T will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to AT&T. After interstate

and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.

6.1.12 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the traffic reported. BellSouth and AT&T shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.2 Compensation for IntraLATA Toll Traffic

6.2.1 **DISAGREE**

AT&T PROPOSAL

~~**IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a toll call.**~~

BST PROPOSAL

IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a toll call.

6.2.2 **DISAGREE**

AT&T PROPOSAL

~~**Compensation for IntraLATA Toll Traffic. For terminating its IntraLATA Toll Traffic on the other Party's network, the originating**~~

~~Party will pay the terminating Party's intrastate or interstate terminating switched access tariff rates as set forth in the respective intrastate or interstate access services tariff, whichever is appropriate. The appropriate charges will be determined by the routing of the call. If BellSouth or AT&T is the other Party's end user's presubscribed interexchange carrier or if an end user uses BellSouth or AT&T as an interexchange carrier on a 101XXXX basis, BellSouth or AT&T will charge the other Party the appropriate tariff charges for originating switched access services. Notwithstanding the foregoing, the terminating or originating switched access rates charged pursuant to this section shall not exceed BellSouth's terminating or originating switched access rates in effect and published in BellSouth's intrastate exchange access services Tariff.~~

BST PROPOSAL

Compensation for IntraLATA Toll Traffic. For terminating its IntraLATA Toll Traffic on the other Party's network, the originating Party will pay the terminating Party's intrastate or interstate terminating switched access tariff rates as set forth in the respective intrastate or interstate access services tariff, whichever is appropriate. The appropriate charges will be determined by the routing of the call. If BellSouth or AT&T is the other Party's end user's presubscribed interexchange carrier or if an end user uses BellSouth or AT&T as an interexchange carrier on a 101XXXX basis, BellSouth or AT&T will charge the other Party the appropriate tariff charges for originating switched access services. Notwithstanding the foregoing, the terminating or originating switched access rates charged pursuant to this section shall not exceed BellSouth's terminating or originating switched access rates in effect and published in BellSouth's intrastate exchange access services Tariff.

6.2.3 **DISAGREE**

AT&T PROPOSAL

Compensation for 800 Traffic. **Where an 8YY call originates on the physical network of one of the Parties and terminates on the network of the other Party without being handed off to an IXC for transport, the parties agree that the call will be treated as ESIT for purposes of compensation pursuant to this Attachment 3.** The Party originating the 8YY call above will receive reciprocal compensation from the other Party for this call. Each Party shall compensate the other pursuant to the appropriate ~~switched access~~

charges, including the database query charge as set forth in ~~the each Party's intrastate or interstate switched access tariffs~~**this agreement**.

BST PROPOSAL

Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate **switched access** charges, including the database query charge as set forth in **the each Party's intrastate or interstate switched access tariffs**.

6.2.4 Records for 8YY Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8YY customers. Records required for billing end users purchasing 8YY Services shall be provided pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

6.2.5 **DISAGREE**

AT&T PROPOSAL

Transit Traffic Service. "Transit Traffic" means all intraLATA traffic that originates from or terminates to AT&T end users that is terminated or originated by a third-party telecommunications carrier (including another ILEC, CMRS or another CLEC) and uses transit services (which include tandem switching, or transport) provided by BellSouth. Transit traffic does not include traffic originating from or terminating to AT&T end users utilizing resold BellSouth services. For Transit Traffic that is originated by AT&T (or for which AT&T would otherwise pay reciprocal compensation to BellSouth if they were terminated or originated by the BellSouth and not by the third-party telecommunications carrier), AT&T shall compensate BellSouth for providing transit services pursuant Exhibit A to this Attachment 3. AT&T shall be responsible for dealing directly with third-party telecommunications carriers regarding compensation for call origination and termination.

BST PROPOSAL

Transit Traffic Service. BellSouth shall provide tandem switching and transport services for AT&T's transit traffic. Transit traffic is traffic originating on AT&T's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to AT&T's network. Rates for local transit traffic shall be the applicable call transport

and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that AT&T's end office is subtending the BellSouth Access Tandem for switched access traffic to and from AT&T's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with Multiple Exchange Carrier Access Billing (MECAB) guidelines.

DISAGREE

AT&T PROPOSAL

6.2.6 **Consistent with the requirements of Attachment 6 of this Agreement, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party and, in connection with Transit Traffic, to third party LECs. Each Party agrees to forward to the other with each call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call (including the Carrier Identification Code and any equivalent local service provider identifier).**

6.2.7 **Each Party agrees that any third party (including without limitation an Affiliate of one Party) may make use of that Party's network to terminate traffic to the other Party. If the Affiliate has a separate traffic termination agreement with the other Party, the Parties agree that they will work cooperatively to develop an acceptable method for accounting appropriately for that traffic.**

6.3 **Meet Point Billing**

6.3.1 **Meet-Point Billing compensation arrangements as described in this Attachment shall be utilized for compensation for the joint**

handling of traffic not meeting the definition of ESIT or Transit Traffic.

6.3.2 **The Parties expect that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate TCAP message to facilitate full interoperability of those services supported by BellSouth and billing functions. BellSouth agrees to ensure that AT&T receives, in accordance with the record transfer provisions of Attachment 6 of this Agreement, equivalent information on all calls that are originated by any other LEC or CMRS carrier with which BellSouth interconnects and which are subsequently terminated to AT&T.**

6.3.3 **AT&T may, in its sole discretion, offer Transit Traffic Services to BellSouth or other third parties that originate or terminate Transit Traffic. Compensation arrangements for such services shall be comparable to those applicable to Transit Traffic Services provided by BellSouth.**

6.3.4 **AT&T and BellSouth will establish meet-point billing ("MPB") arrangements to provide a common transport option to switched exchange access services customers via an access tandem switch maintained by either party, in accordance with the MPB guidelines adopted by and contained in the ordering and billing forum's MECAB and MECOD documents, except as may otherwise be modified herein. The arrangements described in this Attachment are intended to be used to provide switched exchange access service that originates and/or terminates on a telephone exchange service that is provided by either party, where the transport component of the switched exchange access service is routed through a tandem switch that is provided by either party.**

6.3.5 **In each LATA, the parties shall establish MPB arrangements between the applicable rating point/BellSouth local serving wire center combinations.**

6.3.6 **Interconnection for the MPB arrangement shall occur at the established interconnection points in the LATA, as outlined in part II of this agreement. (physical network interconnection).**

BST PROPOSAL

6.3.7 ~~**Consistent with the requirements of Attachment 6 of this Agreement, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message**~~

~~Accounting ("AMA") recordings made within each Party's network. Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party and, in connection with Transit Traffic, to third party LECs. Each Party agrees to forward to the other with each call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call (including the Carrier Identification Code and any equivalent local service provider identifier).~~

6.3.8 ~~Each Party agrees that any third party (including without limitation an Affiliate of one Party) may make use of that Party's network to terminate traffic to the other Party. If the Affiliate has a separate traffic termination agreement with the other Party, the Parties agree that they will work cooperatively to develop an acceptable method for accounting appropriately for that traffic.~~

6.4 ~~Meet Point Billing~~

6.4.1 ~~Meet-Point Billing compensation arrangements as described in this Attachment shall be utilized for compensation for the joint handling of traffic not meeting the definition of ESIT or Transit Traffic.~~

6.4.2 ~~The Parties expect that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate TCAP message to facilitate full interoperability of those services supported by BellSouth and billing functions. BellSouth agrees to ensure that AT&T receives, in accordance with the record transfer provisions of Attachment 6 of this Agreement, equivalent information on all calls that are originated by any other LEC or CMRS carrier with which BellSouth interconnects and which are subsequently terminated to AT&T.~~

6.4.3 ~~AT&T may, in its sole discretion, offer Transit Traffic Services to BellSouth or other third parties that originate or terminate Transit Traffic. Compensation arrangements for such services shall be comparable to those applicable to Transit Traffic Services provided by BellSouth.~~

6.5 ~~Meet Point Billing~~

6.5.1 ~~AT&T and BellSouth will establish meet-point billing ("MPB") arrangements to provide a common transport option to switched exchange access services customers via an access tandem~~

~~switch maintained by either party, in accordance with the MPB guidelines adopted by and contained in the ordering and billing forum's MECAB and MECOD documents, except as may otherwise be modified herein. The arrangements described in this Section 3 are intended to be used to provide switched exchange access service that originates and/or terminates on a telephone exchange service that is provided by either party, where the transport component of the switched exchange access service is routed through a tandem switch that is provided by either party.~~

6.5.2 ~~In each LATA, the parties shall establish MPB arrangements between the applicable rating point/BellSouth local serving wire center combinations.~~

6.5.3 ~~Interconnection for the MPB arrangement shall occur at the established interconnection points in the LATA, as outlined in part II of this agreement. (physical network interconnection).~~

6.5.4 **Rates for using interfaces to OSS** – To the extent AT&T orders Services and Elements for the purpose of interconnection with BellSouth, the rates set forth in Exhibit A of Attachment 2, incorporated herein by this reference, shall apply.

DESCRIPTION	USOC	AT&T PROPOSED
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)		
End Office Switching, per mou		$0.0008041
Tandem Switching, per mou		$0.0009778
Common (Shared) Transport		
Common (Shared) Transport per mile per mou		$0.0000064
Common (Shared) Transport Facilities Termination per mou		$0.0003871
INTEROFFICE TRANSMISSION		
Interoffice Transport - All Dedicated Transport Listed Below NRC - Tariff Service to UNE		$1.46
Interoffice Transport - Dedicated - VG		
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX	$0.0174
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX	$18.58
NRC - 1st	1L5XX	$55.39
NRC - Add'l	1L5XX	$17.37
NRC - Disconnect Charge - 1st	1L5XX	$27.96
NRC - Disconnect Charge - Add'l	1L5XX	$3.51
NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$75.74
NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$38.46
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$37.76
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$14.05
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS		
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	$0.0174
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	$17.98
NRC - 1st	1L5XX	$55.39
NRC - Add'l	1L5XX	$17.37
NRC - Disconnect Charge - 1st	1L5XX	$27.96
NRC - Disconnect Charge - Add'l	1L5XX	$3.51
NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$75.74
NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$38.46
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$37.76
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$14.05
Interoffice Transport - Dedicated - DS1		
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX	$0.3562
Interoffice Transport - Dedicated - DS1 - facilities termination per month	1L5XX	$77.86
NRC - 1st	1L5XX	$112.40
NRC - Add'l	1L5XX	$76.27

	NRC - Disconnect Charge - 1st	1L5XX	$19.55
	NRC - Disconnect Charge - Add'l	1L5XX	$14.99
	NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$132.75
	NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$97.36
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$29.35
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$25.53
	NRC - Interoffice Transport - Subsequent Trunk Activation		$1.46
Interoffice Transport - Dedicated - DS3			
	Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	$6.46
	Interoffice Transport - Dedicated - DS3 - facilities termination per month	1L5XX	$717.60
	NRC - 1st	1L5XX	$664.73
	NRC - Add'l	1L5XX	$331.48
	NRC - Disconnect Charge - 1st	1L5XX	$111.07
	NRC - Disconnect Charge - Add'l	1L5XX	$108.14
	NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$54.54
	NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$54.64
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	1L5XX	$22.77
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	1L5XX	$22.77
Local Channel - Dedicated			
Local Channel - All Dedicated Local Channels NRC - Tariff Service to UNE			$1.46
Local Channel - Dedicated - 2-Wire VG			$19.24
	NRC - 1st		$199.33
	NRC - Add'l		$24.16
	NRC - Disconnect Charge - 1st		$54.81
	NRC - Disconnect Charge - Add'l		$4.80
	NRC - Incremental Charge - Manual Service Order - 1st		$219.68
	NRC - Incremental Charge - Manual Service Order - Add'l		$34.70
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		$68.11
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		$4.80
Local Channel - Dedicated - 4-Wire VG			$20.37
	NRC - 1st		$201.53
	NRC - Add'l		$24.83
	NRC - Disconnect Charge - 1st		$55.52
	NRC - Disconnect Charge - Add'l		$5.51
	NRC - Incremental Charge - Manual Service Order - 1st		$221.88
	NRC - Incremental Charge - Manual Service Order - Add'l		$35.37
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		$68.82

	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		$5.51
Local Channel - Dedicated - DS1			$40.80
	NRC - 1st		$277.35
	NRC - Add'l		$233.26
	NRC - Disconnect Charge - 1st		$33.18
	NRC - Disconnect Charge - Add'l		$22.30
	NRC - Incremental Charge - Manual Service Order - 1st		$323.03
	NRC - Incremental Charge - Manual Service Order - Add'l		$235.02
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		$54.93
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		$24.06
Local Channel - Dedicated – DS3			$1,142.40
	NRC - 1st		$277.35
	NRC - Add'l		$233.26
	NRC - Disconnect Charge - 1st		$33.18
	NRC - Disconnect Charge - Add'l		$22.30
	NRC - Incremental Charge - Manual Service Order - 1st		$323.03
	NRC - Incremental Charge - Manual Service Order - Add'l		$235.02
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		$54.93
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		$24.06
Local Channel with Interoffice Transmission - Dedicated			
2-W VG Local Channel with DS1 Interoffice Transport - Dedicated			
	Local Channel - Dedicated - 2-Wire Voice Grade		$16.28
	Interoffice Transport - Dedicated - DS1 - per mile		$0.3068
	Interoffice Transport - Dedicated - DS1 - per facility termination		$63.39
	Interoffice Transport - Dedicated DS1 System		$18.23
	Interoffice Transport - Voice Grade Plug-in		$2.20
	NRC - 1st		$12.97
	NRC - Add'l		$11.27
	NRC - Incremental Charge - Manual Service Order - 1st		$45.46
	NRC - Incremental Charge - Manual Service Order - Add'l		$15.72
	NRC - 1st Disconnect		$12.61
	NRC - Add'l Disconnect		$12.61
4-W VG Local Channel with DS1 Interoffice Transport - Dedicated			
	Local Channel - Dedicated - 4-Wire Voice Grade		$17.18
	Interoffice Transport - Dedicated - DS1 - per mile		$0.3068
	Interoffice Transport - Dedicated - DS1 - per facility termination		$63.39
	Interoffice Transport - Dedicated DS1 System		$18.23

Interoffice Transport - Voice Grade Plug-in		$2.67
NRC - 1st		$12.97
NRC - Add'l		$11.27
NRC - Incremental Charge - Manual Service Order - 1st		$45.46
NRC - Incremental Charge - Manual Service Order - Add'l		$15.72
NRC - 1st Disconnect		$12.61
NRC - Add'l Disconnect		$12.61
4-W DS1 Local Channel with DS3 Interoffice Transport - Dedicated		
Local Channel - Dedicated - DS1		$38.57
Interoffice Transport - Dedicated - DS3 - per mile		$6.46
Interoffice Transport - Dedicated - DS3 - per facility termination		$717.60
Interoffice Transport - Dedicated DS3 System		$202.91
Interoffice Transport - DS1 Card or W-DCS port		$0.667
NRC - 1st		$12.97
NRC - Add'l		$11.27
NRC - Incremental Charge - Manual Service Order - 1st		$45.46
NRC - Incremental Charge - Manual Service Order - Add'l		$15.72
NRC - 1st Disconnect		$12.61
NRC - Add'l Disconnect		$12.61
4-W DS1 Local Channel with DS1 Interoffice Transport - Dedicated		
Local Channel - Dedicated - DS1		$38.57
Interoffice Transport - Dedicated - DS1 - per mile		$0.3068
Interoffice Transport - Dedicated - DS1 - per facility termination		$63.39
NRC - 1st		$12.97
NRC - Add'l		$11.27
NRC - Incremental Charge - Manual Service Order - 1st		$45.46
NRC - Incremental Charge - Manual Service Order - Add'l		$15.72
NRC - 1st Disconnect		$12.61
NRC - Add'l Disconnect		$12.61
NRC - Interoffice Transport - Subsequent Trunk Activation		$1.46
DS3 Local Channel with DS3 Interoffice Transport - Dedicated		
Local Channel - Dedicated - DS3		$1,142.40
Interoffice Transport - Dedicated - DS3 - per mile		$6.46
Interoffice Transport - Dedicated - DS3 - per facility termination		$717.60
NRC - 1st		$12.97
NRC - Add'l		$11.27
NRC - Incremental Charge - Manual Service Order - 1st		$45.46

	NRC - Incremental Charge - Manual Service Order - Add'l		$15.72
	NRC - 1st Disconnect		$12.61
	NRC - Add'l Disconnect		$12.61

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as negotiated by the parties upon request by either party.

EXHIBIT B: SPACE LICENSE

1. **AT&T, at its sole discretion, may license BellSouth to situate BellSouth equipment in the AT&T central office and to utilize AT&T site support services in the AT&T central office such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering interconnection traffic to AT&T for completion in accordance with Attachment 3 of this Agreement. Such licenses and site support services are referred to herein collectively as a "Space License."**

2. **The only allowable network interfaces under a Space License are DS1 and DS3.**

3. **Space Licenses are available at AT&T's sole discretion and are further subject to the availability of space and site support services in each AT&T central office. To establish a Space License, BellSouth must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.**

3.1 **Among the information to be provided in the questionnaire, BellSouth must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the AT&T central office in which BellSouth's equipment is or is to be located is referred to herein as the "Equipment Space."**

3.2 **BellSouth is responsible for the installation of Licensed Facilities in accordance with AT&T's installation processes and procedures.**

3.3 **If BellSouth desires to modify its request, prior to notification from AT&T regarding availability, BellSouth may do so by requesting that AT&T cancel the original request providing a new questionnaire to AT&T to process.**

4. **Following receipt of the questionnaire, AT&T will determine whether**

there is sufficient AT&T central office space and site support services to meet the request contained in BellSouth's questionnaire. AT&T will notify BellSouth in writing whether there is sufficient AT&T central office space available for each such request.

5. Upon receiving written notification of the availability of AT&T central office space from AT&T, BellSouth will provide written verification that it still requires such AT&T central office space. This written notification is BellSouth's firm order for each AT&T central office space requested, and will constitute an executed Space License under the terms of this Exhibit.

6. The rates and charges are to be negotiated by the Parties.

7. AT&T agrees to provide site support services as follows:

7.1 AT&T will design, engineer, furnish, install, and maintain cable racks for BellSouth's use.

7.2 AT&T will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which AT&T will supply DC power to BellSouth.

7.3 AT&T will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.

7.4 AT&T will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T maintains for its own similar equipment.

8. AT&T will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.

9. BellSouth will use the Space Licenses solely for the purpose of delivering its interconnection traffic to AT&T, so that AT&T may complete such calls in accordance with this Attachment. BellSouth agrees not to make any other use of the Space Licenses without the advance written consent of AT&T.

10. Upon reasonable advance notice and for the limited purpose of performing work for which BellSouth is responsible under this Exhibit, AT&T licenses BellSouth to enter and exit the Equipment Space

through portions of the AT&T central office as designated by AT&T. Unless a service outage is occurring or appears to be imminent, BellSouth shall perform its work in the AT&T central office during regular business hours as designated from time to time by AT&T.

11. BellSouth shall either furnish to AT&T, and keep current, a written list of all BellSouth employees and AT&T approved contractors authorized to enter the Equipment Space, or provide a twenty four (24) hour local or toll-free telephone number which AT&T can use to verify the authority of such persons. BellSouth shall also furnish to AT&T, and keep current, samples of the identifying credentials to be carried by such persons. AT&T will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. Notwithstanding Part I.C.12 (General Terms & Conditions - Liability and Indemnity) of this Agreement, BellSouth hereby releases AT&T, AT&T's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom AT&T has admitted in good faith to the AT&T central office.

12. While in the AT&T central office, employees of BellSouth and its contractors must comply at all times with AT&T's security and safety procedures and requirements. AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them.

13. BellSouth will be responsible for selecting its contractors and causing their compliance with this Exhibit.

14. Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around AT&T's central office.

15. BellSouth's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in AT&T's sole judgment, might cause damage to or otherwise interfere with AT&T's operations. AT&T reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of AT&T (and its affiliates, vendors, and end users).

16. **In addition to the Licensed Facilities, BellSouth may bring into the Equipment Space the small tools and portable test equipment needed for the work for which BellSouth is responsible. BellSouth will be responsible for the care and safeguarding of all such items. BellSouth may not bring any other items into the AT&T central office without AT&T's prior written consent. In particular, and without limiting the foregoing, BellSouth may not bring into the AT&T central office any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.**

17. **AT&T and its designees may inspect or observe the Equipment Space, the space designated by AT&T for BellSouth transmission cable, the Licensed Facilities, and any work performed by or behalf of BellSouth in the AT&T central office, at any time. If the Equipment Space is surrounded by a security enclosure, BellSouth shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.**

18. **AT&T and BellSouth intend that the Licensed Facilities, whether or not physically affixed to the AT&T central office, shall not be construed to be fixtures. BellSouth (or the lessor of BellSouth equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.**

19. **BellSouth agrees not to sell, convey, or lease BellSouth transmission cable under any circumstances, except for a conveyance of BellSouth transmission cable to AT&T upon termination of the applicable Space License. BellSouth further agrees not to cause, suffer, or permit BellSouth transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by BellSouth or any act or omission of BellSouth. If BellSouth transmission cable becomes so encumbered, BellSouth agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.**

20. **The licenses granted by this Agreement are non-exclusive personal privileges allowing BellSouth to situate the Licensed Facilities in the locations indicated by AT&T. These licenses and the payments by BellSouth under this Agreement do not create or vest in BellSouth (or in any other person) any property right or interest of any nature in any part of the AT&T central office.**

21. The licenses granted to BellSouth under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any AT&T central office; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.

22. AT&T may relocate the licensed space, or the AT&T central office, or both upon thirty (30) days prior written notice to BellSouth. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is AT&T's responsibility and is performed by AT&T will be without charge to BellSouth. AT&T will reimburse BellSouth for the reasonable cost of such relocation work performed by BellSouth, and AT&T will provide at its own expense any additional or replacement cable racks and BellSouth transmission cable needed to accommodate the relocation of the installation. AT&T and BellSouth will work together in good faith to minimize any disruption of service in connection with such relocation.

23. Licensed Facilities will be furnished, installed and maintained in accordance with the following:

23.1 BellSouth agrees to furnish all Licensed Facilities.

23.2 BellSouth agrees to install the Licensed Facilities. BellSouth agrees to comply with specifications and processes furnished by AT&T for installation performed by BellSouth.

23.3 BellSouth agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in BellSouth's frame to the designated AT&T power source. BellSouth will distribute the power among its equipment within the Equipment Space.

23.4 BellSouth agrees to maintain in good working order all BellSouth equipment in Equipment Space. AT&T agrees to repair BellSouth transmission cable. BellSouth is not permitted to repair installed BellSouth transmission cable in order to avoid possible harm to other transmission cables.

23.5 BellSouth may use contractors to perform installation and

maintenance for which BellSouth is responsible. AT&T consents to use of those contractors listed on a then current AT&T approved list of BellSouth submitted contractors. Use of any other contractors shall require AT&T's prior written consent, which shall not be unreasonably withheld.

23.6 BellSouth may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If BellSouth chooses to install its equipment in locked cabinets, BellSouth shall leave the appropriate keys with AT&T and agrees to allow AT&T the right of entry to such cabinets.

24. Under the Space Licenses, AT&T performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any BellSouth equipment in Equipment Space. AT&T warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material provided by AT&T shall be free from defects. AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

25. In addition to any other rights or remedies that AT&T may have under this Agreement or at law, AT&T may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

25.1 BellSouth fails to pay charges due or fails to comply with any of the terms or conditions of this Part II-G.

25.2 BellSouth fails to utilize the Licensed Facilities for the authorized purpose described in this Part II-G.

25.3 BellSouth fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Part II-G.

26. In the event that a Space License is terminated for any reason, the

Parties will act in accordance with the following:

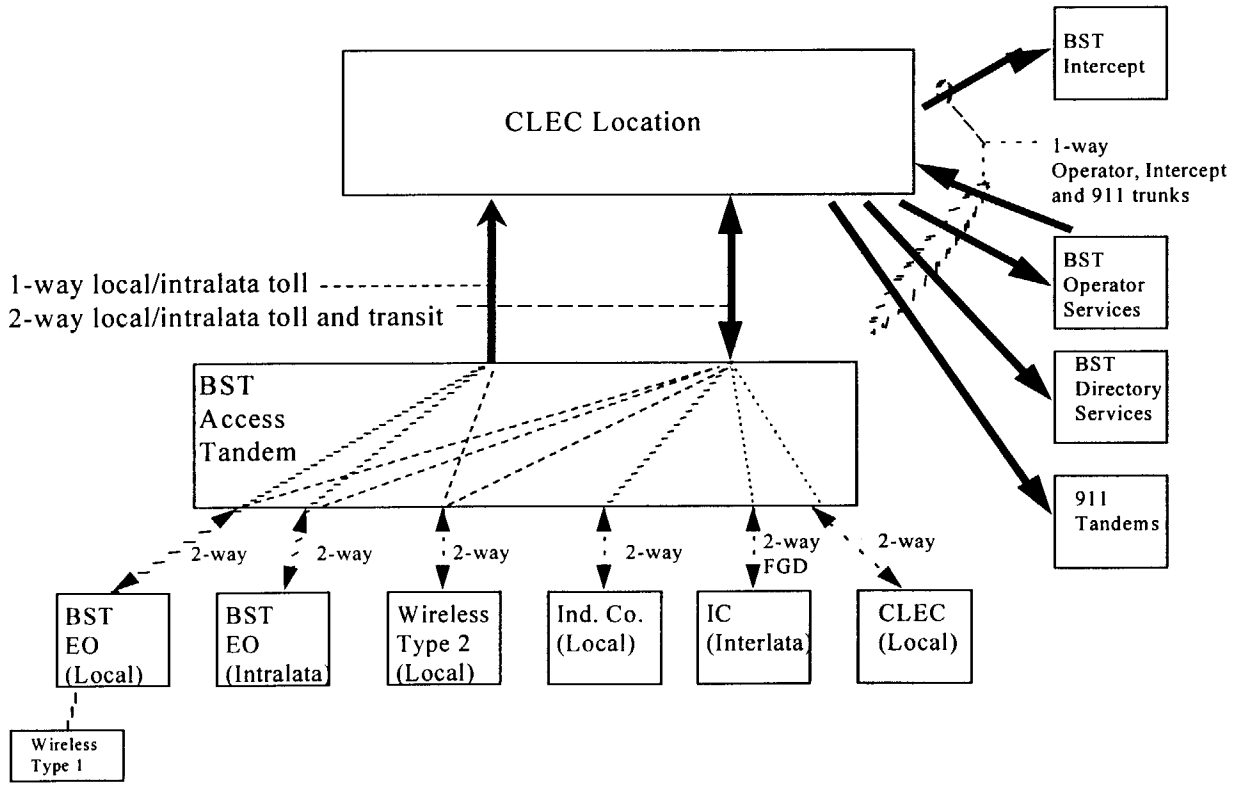
26.1 **Within thirty (30) days after termination of a Space License, BellSouth will, at its sole expense, remove all BellSouth equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If BellSouth fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, AT&T may, at its option, upon ten (10) days written notice to BellSouth, perform the removal and restoration at BellSouth's sole risk and expense.**

26.2 **Because removal of installed BellSouth transmission cable may cause damage to other cables or fiber, BellSouth agrees to relinquish its transmission cable to AT&T in lieu of removal. Upon termination of the applicable Space License, all BellSouth transmission cable will be automatically conveyed to AT&T, thereby becoming the property of AT&T, free of any interest or lien of any kind by BellSouth (or by any person claiming through BellSouth). At AT&T's request, BellSouth will promptly execute and deliver to AT&T a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of BellSouth transmission cable to AT&T.**

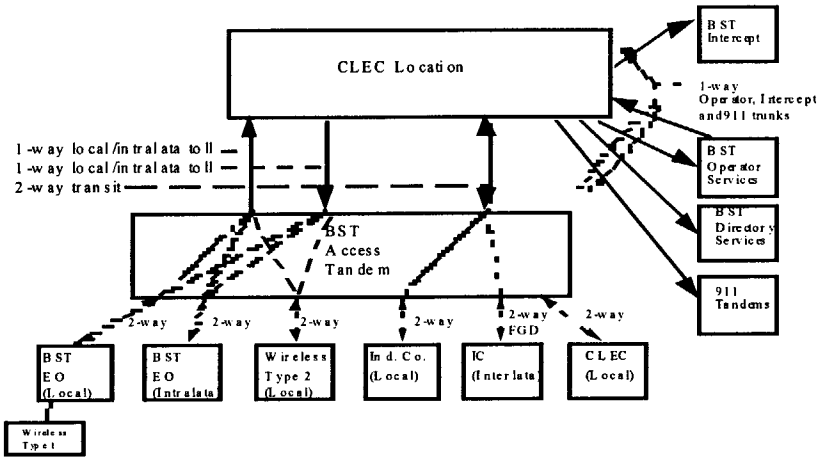
26.3 **If no monies are owed by BellSouth to AT&T under this Agreement, AT&T agrees to deliver such removed equipment to BellSouth's last known business address or to a domestic location designated by BellSouth, at BellSouth's sole risk and expense. If monies are so owed, BellSouth agrees that AT&T may either take ownership free of any interest or lien by BellSouth (or those claiming through BellSouth) or treat such equipment as abandoned by BellSouth. [OPEN – BELLSOUTH]**

BellSouth Proposal

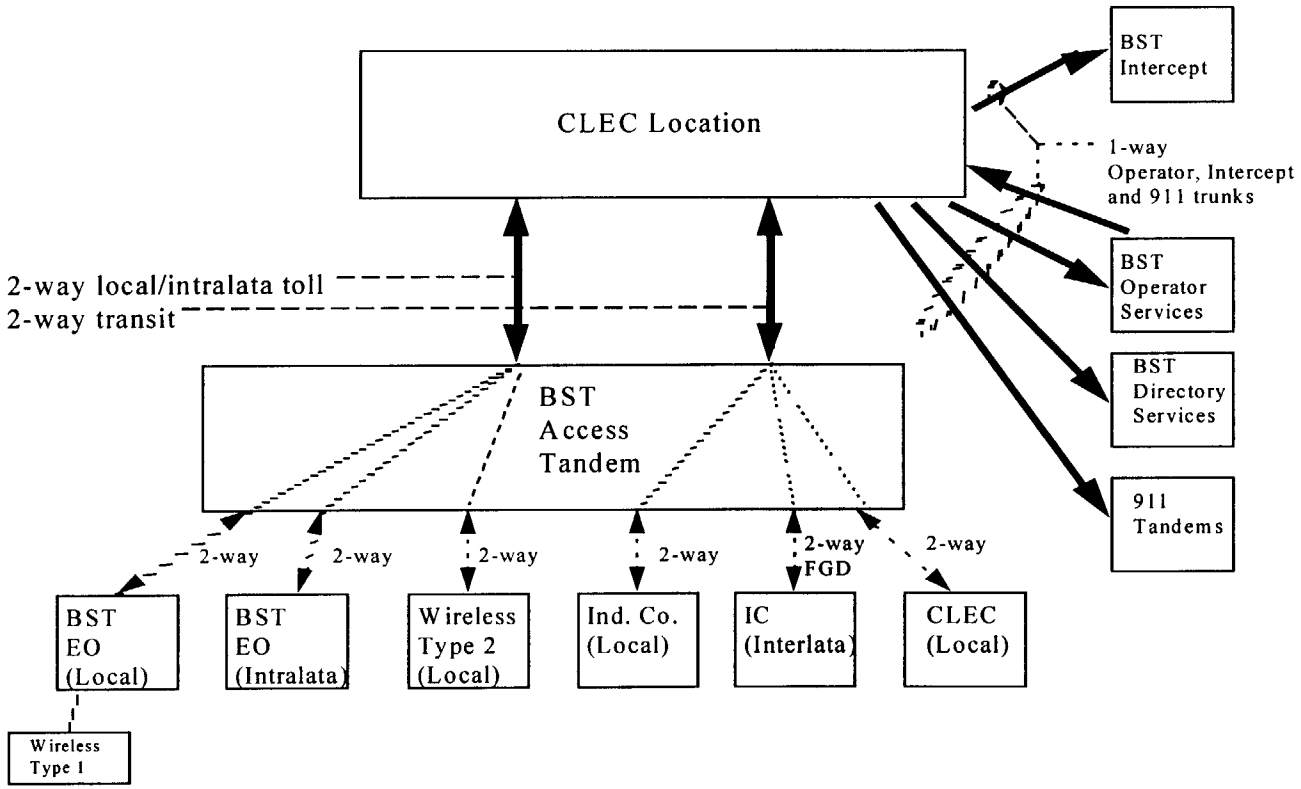
Preferred Interconnection Architecture



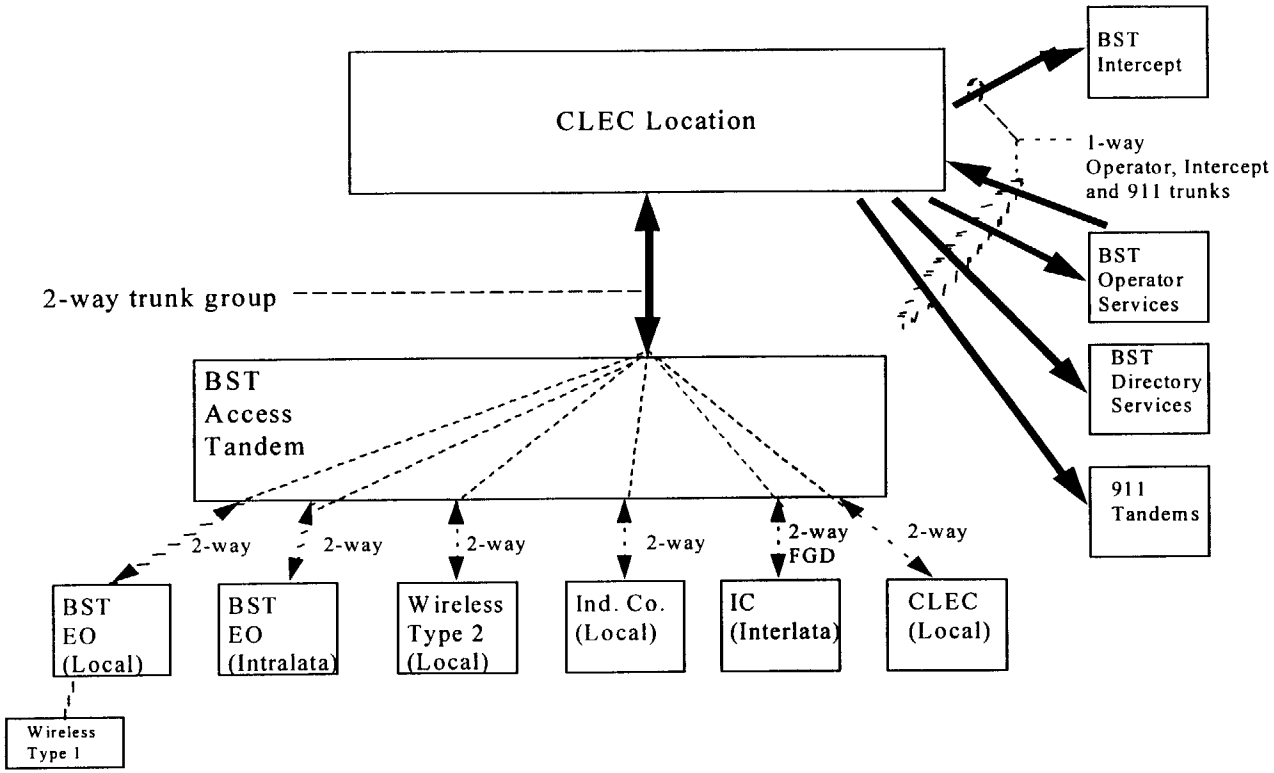
BellSouth Proposal
One Way Trunking Interconnection



BellSouth Proposal
Two Way Trunking Interconnection



BellSouth Proposal
SuperGroup Interconnection Architecture



Attachment 4

Collocation

TABLE OF CONTENTS

1. SCOPE OF ATTACHMENT 3

2. SPACE NOTIFICATION 5

3. COLLOCATION OPTIONS 7

4. OCCUPANCY 11

5. USE OF COLLOCATION SPACE 13

6. ORDERING AND PREPARATION OF COLLOCATION SPACE 20

7. RATES AND CHARGES 27

8. INSURANCE 29

9. MECHANICS LIENS 29

10. INSPECTIONS 30

11. SECURITY AND SAFETY REQUIREMENTS 30

12. NOTIFICATION OF SERVICE AFFECTING ACTIVITY WITHIN THE BELLSOUTH PREMISES 35

13. DESTRUCTION OF COLLOCATION SPACE 36

14. EMINENT DOMAIN 37

15. RELOCATION OF AT&T'S EQUIPMENT 37

16. NONEXCLUSIVITY 38

Exhibit A - Rates and Charges

Exhibit B -

COLLOCATION

1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. BellSouth shall offer to AT&T collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules and regulations of the FCC. If BellSouth provides any collocation to its own customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same collocation to AT&T at rates, terms and conditions no less favorable to AT&T than those provided by BellSouth to itself or to any other party. The rates, terms, and conditions contained within this Attachment shall only apply when AT&T is occupying the collocation space as a sole occupant or as a Host, as defined below, pursuant to Section 3 of this Attachment 4.

1.2 Right to occupy. Subject to Section 4 of this Attachment 4, BellSouth hereby grants to AT&T a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by AT&T and agreed to by BellSouth (hereinafter "Collocation Space"). "Premises" refers to BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth central offices, the Parties will negotiate said rates, terms and conditions at the request for collocation at other than a central office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by AT&T may contemplate a request for space sufficient to accommodate AT&T's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a Premise, BellSouth may provide notice, which must be in writing, to AT&T requesting that AT&T release non-utilized Collocation Space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in AT&T's collocation arrangement is not being utilized by the end of the second year from the date AT&T accepted the Collocation Space. AT&T, within twenty (20) days of receipt of a written notification from BellSouth, shall either: (i) return the non-utilized Collocation Space to BellSouth, in which case AT&T shall be

relieved of all obligation for charges for that portion of the Collocation Space so released; (ii) provide BellSouth evidence that equipment is on order which will be installed in the non-utilized Collocation Space; or (iii) enter into a sharing relationship with another telecommunications carrier who will utilize the non-utilized Collocation Space.

1.3 Use of Space. AT&T shall use the Collocation Space for the purposes of installing, provisioning, maintaining and operating AT&T's equipment (to include testing and monitoring equipment) used or useful primarily to gain access to unbundled Network Elements and Combinations and secondarily to interconnect with BellSouth services and facilities, for the provision of telecommunications services. Pursuant to Section 5 of this Attachment 4, AT&T may at its option, place AT&T-owned or AT&T-leased entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, AT&T may connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by AT&T pursuant to Section 5.7 of this Attachment 4. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 BellSouth will offer virtual or adjacent, where technically feasible, collocation of the equipment where BellSouth is prepared to demonstrate that physical collocation is not practical for technical reasons or because of space limitations as provided in § 251(c)(6) of the Act and FCC orders.

1.5 Rates and Charges. AT&T agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.6 DISAGREE

ATT Proposal:

In buildings in which BellSouth and AT&T have a joint tenancy, referred to herein as Condominium Arrangements, AT&T shall locate, in AT&T's wire center, equipment that enables AT&T to access BellSouth provided Network Elements at the DSO, DS1, DS3, OC3, OC12, OC48, STS-1, STS-3c, and other rates that are established pursuant to the applicable industry standard technical references. AT&T's equipment located in the condo

space shall be treated as collocated equipment in all respects including the right for AT&T to interconnect directly to other collocated CLECs in BellSouth's physical space. AT&T shall be responsible for the connection between AT&T wire center and BellSouth's facilities. Should AT&T elect to place a physical collocation arrangement in BellSouth's wire center, AT&T shall be allowed to cable directly between the AT&T wire center in the condo building to the AT&T collocation space in BellSouth's wire center without having to go off-premise.

BellSouth's Proposal:

~~**In buildings in which BellSouth and AT&T have a joint tenancy, referred to herein as Condominium Arrangements, AT&T shall locate, in AT&T's wire center, equipment that enables AT&T to access BellSouth provided Network Elements at the DS0, DS1, DS3, OC3, OC12, OC48, STS-1, STS-3c, and other rates that are established pursuant to the applicable industry standard technical references. AT&T's equipment located in the condo space shall be treated as collocated equipment in all respects including the right for AT&T to interconnect directly to other collocated CLECs in BellSouth's physical space. AT&T shall be responsible for the connection between AT&T wire center and BellSouth's facilities. Should AT&T elect to place a physical collocation arrangement in BellSouth's wire center, AT&T shall be allowed to cable directly between the AT&T wire center in the condo building to the AT&T collocation space in BellSouth's wire center without having to go off-premise.**~~

2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6 of this Attachment 4, BellSouth will permit AT&T to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) **[calendar vs. business]**[1] days as to whether space is

[1] Where bolded, the Parties disagree as to calendar vs. business days. AT&T Proposal = Calendar Days; BST Proposal = Business Days

available or not available within a BellSouth Premises. If BellSouth responds that requested space is not available within the requested BellSouth Premises, BellSouth will inform AT&T of the amount of space that is available. If no space is available, BellSouth will inform AT&T that virtual or adjacent collocation is an option at the requested Premises.

2.2 Reporting. Upon request from AT&T, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report or the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from AT&T must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises where applicable. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Premises within ten (10) **[calendar vs. business]** days of receipt of such request. BellSouth will respond in ten (10) **[calendar vs. business]** days to a request for up to and including five (5) Premises within the same state. The response time for a request of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) **[calendar vs. business]**-day response time, BellSouth shall notify AT&T and inform AT&T of the time frame under which it can respond.

2.3 Denial of Application. After notifying AT&T that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow AT&T, upon request, to tour the entire Premises within ten (10) **[calendar vs. business]** days of such Denial of Application. In order to schedule said tour within ten (10) **[calendar vs. business]** days, the request for a tour of the central office must be received by BellSouth within five (5) **[calendar vs. business]** days of the Denial of Application. Notwithstanding the foregoing, the Parties may agree to conduct the tour outside of the 10-day period.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6) and the appropriate state and federal rules and regulations.

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a letter of intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of the telecommunications carrier on said waiting list. Upon request, BellSouth will advise AT&T as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a central office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5 of this Attachment 4.

3. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow AT&T to collocate AT&T's equipment and facilities without requiring the construction of a cage or similar structure to enclose said equipment and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow AT&T to have direct access to its equipment and facilities but may require AT&T to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments. BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, AT&T must provide the equipment layout, including spatial requirements for such equipment pursuant to Section 5.1.1 of this Attachment 4 and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 of this Attachment 4.

3.1.1 Shared Cageless Collocation. AT&T may allow other telecommunications carriers to share AT&T's cageless collocation

arrangement pursuant to the terms and conditions of this Section 3.1.1 and Section 3.3 of this Attachment. Notwithstanding the foregoing, sharing of cageless space within the cageless arrangement shall not be authorized (1) where local building codes do not allow shared cageless collocation; (2) where the Premises is located within a leased space and BellSouth is prohibited by that lease from offering shared cageless collocation; or (3) where the only remaining space of AT&T's cageless collocation arrangement requires AT&T's equipment to be commingled with BellSouth equipment. For purposes of this section commingled means that the location of the AT&T cageless arrangement in the BellSouth equipment lineup is such that BellSouth is not able to enclose BellSouth's equipment. AT&T shall coordinate with its Guest and BellSouth to limit the number of parties working within the shared cageless collocation arrangement at the same time. BellSouth agrees to waive this provision in the event a specific project requires the presence of multiple parties all at the same time. BellSouth agrees to waive this provision in the event a specific project requires the presence of multiple parties all at the same time.

3.2 Cages and Adjacent Arrangement Enclosures. At AT&T's option and upon request, BellSouth shall construct cages in compliance with AT&T's collocation request. At AT&T's request, BellSouth shall permit AT&T to subcontract the construction of physical collocation arrangements with BellSouth Certified Vendors, provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.2.1 When AT&T subcontracts the construction, AT&T must arrange with a BellSouth Certified Vendor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at AT&T's expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, AT&T and AT&T's BellSouth Certified Vendor must comply with local building code requirements. AT&T's BellSouth Certified Vendor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with AT&T and provide, at AT&T's expense, the documentation, including architectural drawings, necessary for AT&T to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to AT&T the costs of providing the documentation. The Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.

3.2.2 BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's specifications and to require AT&T to remove or correct at AT&T's cost any structure that does not meet these standards.

3.2.3 AT&T must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Access Keys provided to BellSouth shall not be duplicated under any circumstances. Except in case of emergency, BellSouth will not access AT&T's locked enclosure prior to notifying AT&T. BellSouth shall notify AT&T in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse AT&T the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for AT&T to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. AT&T shall have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that AT&T shall immediately provide BellSouth with such new keys.

3.3 Shared Caged Collocation. AT&T shall allow other telecommunications carriers to share AT&T's caged collocation arrangement pursuant to terms and conditions agreed to by AT&T ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared Caged Collocation; and, (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and AT&T shall provide written notice to BellSouth that it has entered into a shared arrangement prior to submitting an application for said Guest. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment.

3.3.1 AT&T shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest Application

shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 AT&T shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of AT&T's Guests in the Collocation Space

3.4 Adjacent Collocation. BellSouth will make available, where space is legitimately exhausted in a particular BellSouth Premises, collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible. BellSouth will permit AT&T to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. BellSouth will provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. BellSouth will permit AT&T to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either BellSouth or by AT&T itself. The Adjacent Arrangement shall be constructed or procured by AT&T and in conformance with BellSouth's reasonable safety and maintenance requirements. BellSouth will provide specifications upon request. Further, AT&T shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be as set forth in Exhibit A.

3.4.1 Should AT&T elect such option, AT&T must arrange with a BellSouth Certified Vendor to construct an Adjacent Arrangement structure. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, AT&T and AT&T's contractor must comply with local building code requirements. AT&T's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. BellSouth shall cooperate with AT&T and provide, at AT&T's expense, the documentation necessary for AT&T to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to AT&T the costs of providing the documentation. AT&T's BellSouth Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.

3.4.2 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the commencement date, as defined in Section 4.1 of this Attachment 4, to ensure the design and construction comply with BellSouth's specifications. BellSouth may require AT&T, at AT&T's sole cost, to correct any deviations from BellSouth's specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 AT&T shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking and conduit) to the BellSouth point of interconnection. At AT&T's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 Where AT&T has elected to construct the adjacent enclosure itself, BellSouth shall deliver to AT&T the requested ground space thirty (30) days after BellSouth receives AT&T's Bona Fide Firm Order.

3.4.5 BellSouth shall allow other telecommunications carriers to share AT&T's Adjacent Arrangements pursuant to the terms and conditions set forth in Section 3.3 above.

4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day AT&T's equipment becomes operational as described in Section 4.2 of this Attachment 4.

4.2 Occupancy. BellSouth will notify AT&T in writing that the Collocation Space is ready for occupancy. AT&T must place operational telecommunications equipment in the Collocation Space and begin either receiving access to unbundled network elements or interconnecting with BellSouth's network within one hundred eighty (180) days after receipt of such notice. AT&T must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If AT&T fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then BellSouth may, upon thirty (30) days written notice, request AT&T to return the space.

AT&T is not required to return the space if, within that thirty (30) day period: (1) AT&T utilizes the space by placing equipment in the space; (2) AT&T provides BellSouth a legitimate business plan within fifteen (15) calendar days showing its intent to utilize the space within forty-five (45) days of submitting the business plan; or (3) AT&T enters into a sharing relationship for its space pursuant to Section 3 of this Attachment 4. In the event that AT&T does not satisfy any of the foregoing conditions, its right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to AT&T with respect to said Collocation Space. However, for good cause shown, AT&T may request and BellSouth will grant an extension of up to 30/60 days. Termination of AT&T's rights to the Collocation Space pursuant to this section shall not operate to release AT&T from its obligation to reimburse BellSouth for all unpaid costs reasonably incurred by BellSouth pursuant to Section 4.2.2 of this Attachment 4 in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this Section 4.2, AT&T's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2.1 If, after the initial installation of AT&T's equipment, the initial connections provided by BellSouth on BellSouth's side of the demarcation point do not allow AT&T's equipment to function in a manner that allows AT&T to provide telecommunications services to its end users, BellSouth will credit AT&T the floor space charges for the period of time that the AT&T equipment is not operational due to the faulty connections. Such credit will also include a pro rata credit for cross-connections and any Network Elements ordered and installed and will not apply if the malfunction results from BellSouth provisioning such connections in accordance with AT&T specifications.

4.2.2 Termination. Except where otherwise agreed to by the Parties, AT&T may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, AT&T at its expense shall remove its equipment and other property from the Collocation Space. AT&T shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of any other occupant of AT&T's Collocation Space; provided, however, that AT&T shall continue payment of monthly fees to BellSouth until such date as AT&T has fully vacated the Collocation Space. Upon expiration of this Attachment, AT&T shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by

the AT&T except for ordinary wear and tear. Unless otherwise agreed upon by the Parties, AT&T shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth shall permit the collocation of any type of equipment used or useful for interconnection or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to Network Elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, equipment being collocated to terminate basic transmission facilities pursuant to § 64.1401 and § 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, remote switching modules, and digital/optical cross-connect panels, and digital loop carrier. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section. Nothing in this section requires BellSouth to permit collocation of equipment used solely for switching or solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of AT&T to use all the features, functions, and capabilities of equipment collocated including, but not limited to, switching and routing features and functions and enhanced services functionalities.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Specifications (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the Collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards.

5.1.2 AT&T shall not use the Collocation Space for marketing purposes nor shall it place any advertising signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.3 AT&T shall place a plaque or other identification affixed to AT&T's equipment, cage or adjacent structure necessary to identify AT&T's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 BellSouth shall not impose any performance standards, except for safety, on AT&T equipment. These safety standards will not exceed the standards that BellSouth imposes on its own equipment, its subsidiaries' equipment, or to the equipment of any third person.

5.2 For both Physical Collocation and Virtual Collocation, AT&T may either purchase unbundled transmission facilities (and any necessary cross-connection) from BellSouth or provide its own or third party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation Space at BellSouth's Premises.

5.3 Entrance Facilities. AT&T may elect to place AT&T-owned or AT&T-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. AT&T will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. If AT&T desires to place cable other than fiber, BellSouth shall permit interconnection using copper or coaxial cable if such interconnection is first approved by the Commission. AT&T will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the AT&T's equipment in the Collocation Space. AT&T must arrange for BellSouth to splice the entrance facility to AT&T–provided riser cable. In the event AT&T utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Pursuant to the AT&T/BellSouth Right-of-Way Attachment 8, AT&T must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. AT&T is responsible for maintenance of the entrance cable.

5.3.1 Dual Entrance. BellSouth will provide at least two (2) such Interconnection points at each BellSouth Premises at which there are at least two (2) entry points for BellSouth's cable facilities, and at

which space is available for new facilities in at least two (2) of those entry points. In response to a request for physical collocation under this Attachment, BellSouth shall provide AT&T with information regarding BellSouth's capacity to accommodate dual entrance facilities. Consistent with Attachment 8, if conduit in the serving manhole(s) is available and is not reserved for another purpose, BellSouth will make the requested conduit space available for installing a second entrance facility to AT&T's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth so long as the location selected is as close as reasonably possible. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.3.2 Shared Use. AT&T may utilize spare capacity on an existing telecommunications service providers entrance facility for the purpose of providing an entrance facility to another AT&T collocation arrangement within the same Premises. AT&T must arrange for BellSouth to splice the entrance facility to AT&T–provided riser cable.

5.4 Splicing in the Entrance Manhole. Although not generally permitted, should AT&T request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to AT&T by BellSouth, AT&T shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.5 Demarcation Point. For the purposes of this Attachment, BellSouth will designate the point(s) of interconnection between AT&T's equipment and/or network and BellSouth's network located as close as reasonably possible to AT&T's Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require AT&T to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth's network, if technically feasible. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point

shall be a common block on the BellSouth designated conventional distributing frame. AT&T shall be responsible for providing, and AT&T's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to this Attachment 4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. AT&T or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Attachment 4, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At AT&T's option, expense, and if space permits, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space but shall not serve as the demarcation point, but may serve as a testing point.

5.6 AT&T's Equipment and Facilities. AT&T, or if required by this Attachment, AT&T's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by AT&T. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation Space, AT&T shall obtain BellSouth's approval of AT&T's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. BellSouth may request additional information before granting approval.

5.7 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, AT&T may directly connect to other telecommunications service providers within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by AT&T or through BellSouth facilities designated by AT&T, at AT&T's option. Such connections to other carriers may be made using either copper, optical, coaxial or electrical facilities. AT&T may deploy such connections directly between its own facilities and the facilities of other carrier(s) without being routed through BellSouth equipment. AT&T may provide connection between the equipment in the Collocation Spaces via a cross-connection or other connecting transmission facility that meets the same reasonable safety requirements that BellSouth imposes on its own equipment. AT&T may make this connection to

another collocating telecommunications carrier even if the equipment being connected is in the same room as BellSouth's equipment.

5.7.1 If AT&T requests a co-carrier cross-connect after the initial installation, AT&T must submit an application with a Subsequent Application Fee. AT&T must use a BellSouth Certified Vendor to place the co-carrier cross connect, except in cases where the AT&T equipment and the equipment of the other carrier are located within contiguous Collocation Spaces. In cases where AT&T's equipment and the equipment of the other telecommunications carrier are located in contiguous Collocation Spaces, AT&T will have the option to deploy the co-carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a non-recurring charge for the individual case will be assessed.

5.8 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to AT&T when access to the Collocation Space is required and provide a list of names of individuals authorized to enter said space. AT&T may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that AT&T will not bear any of the expense associated with this work.

5.9 Access. Pursuant to Section 11 of this Attachment 4, AT&T shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. AT&T agrees to provide the name and either Driver's License, social security number, or date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. AT&T agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of AT&T employees, contractors, other occupants of AT&T's Collocation Space, or agents after termination of the employment relationship, contractual obligation with AT&T or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement. Within sixty (60) days of the Effective Date of this Agreement, BellSouth and AT&T shall establish an agreed upon procedure for the return and confirmation of the return of Access Keys. Within ten (10) business days after receipt of AT&T's

Bona Fide Order, BellSouth and AT&T will visit, without charge, AT&T's designated collocation arrangement location.

5.9.1 Security Escort. A security escort will be required whenever AT&T or its agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed after Bona Fide Firm Order without charge to AT&T prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

5.9.2 Lost or Stolen Access Keys. AT&T shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. AT&T will reimburse BellSouth the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), AT&T shall pay for all reasonable costs associated with the re-keying. AT&T must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date AT&T desires access to the Collocation Space.

5.9.3 AT&T authorized personnel will have immediate access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc., within the collocated facility), as well as access to parking.

5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space by AT&T shall not interfere with or impair service provided by BellSouth or by any other telecommunications carriers located in the Premises located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other telecommunications carrier located in the Premises, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of AT&T violates the provisions of this paragraph, BellSouth shall give written notice to AT&T, which notice shall direct AT&T to cure the violation within forty-eight (48) hours of AT&T's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and

to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If AT&T fails to take any action within 48 hours of receipt of the written notice or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other telecommunications carrier located in the Premises, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to AT&T's equipment. BellSouth will endeavor, but is not required, to provide notice to AT&T prior to taking such action and shall have no liability to AT&T for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10.1 AT&T will be responsible for notifying BellSouth of any significant outages of AT&T's equipment which could impact any of the services offered by BellSouth, and provide estimated clearing time for restoration.

5.11 Personalty and its Removal. Subject to requirements of this Attachment, AT&T may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by AT&T in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by AT&T at any time. Any damage caused to the Collocation Space by AT&T's employees, agents or representatives during the removal of such property shall be promptly repaired by AT&T at its expense.

5.12 Alterations. In no case shall AT&T or any person acting on behalf of AT&T make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by AT&T.

5.13 Janitorial Service. AT&T will not be responsible for costs associated with maintenance and upkeep of the building. AT&T shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth Certified Vendor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. AT&T shall submit an application document when AT&T or AT&T's Guest(s), as defined in Section 3.3 of this Attachment 4, desires to request or modify the use of the Collocation Space. BellSouth shall provide AT&T with a single point of contact for all inquiries regarding collocation.

6.1.1 Initial Application. For AT&T or AT&T's Guest(s) initial equipment placement, AT&T shall submit to BellSouth a complete and accurate (complete and accurate means all required fields are filled in with the appropriate type of information) Application and Inquiry document ("Bona Fide Application"), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in AT&T's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event AT&T or AT&T's Guest(s) desire to modify the use of the Collocation Space, AT&T shall complete a Bona Fide Application detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by AT&T in the Bona Fide Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by AT&T for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the Subsequent Application Fee shall be refunded to AT&T. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A to Attachment 4. In the event

that the modification requires a capital expenditure by BellSouth, the Application Fee set forth in Exhibit A to Attachment 4 shall be assessed. In such event, the Subsequent Application Fee shall be considered a partial payment of the Application Fee, and the outstanding balance (Application Fee minus Subsequent Application Fee) shall be due from AT&T within thirty (30) calendar days following AT&T's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1 of this Attachment 4, BellSouth will include in its response whether the application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) **[calendar vs. business]** days of receipt of a Bona Fide Application. When more than 5 Bona Fide Applications are submitted within a fifteen (15) calendar day window within the same state, BellSouth will respond as soon as possible, but no later than the following: within thirty-six (36) **[calendar vs. business]** days for Bona Fide Applications 6-10; within forty-two (42) **[calendar vs. business]** days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. Such negotiations shall consider the total volume from all requests from telecommunications carriers for collocation. The response will also include the configuration of the space and the estimated cost to prepare the space. When BellSouth's response includes an amount of space less than that requested by AT&T or differently configured, AT&T must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

6.3 Bona Fide Firm Order. AT&T shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires AT&T to complete the Bona Fide Application process described in Section 6.1 of this Attachment 4, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to AT&T's Bona Fide Application. If AT&T makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will be

paused until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate AT&T's application as a result of changes requested by AT&T to AT&T's original application, then BellSouth will charge AT&T a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require AT&T to resubmit the application with an application fee.

6.3.1 The firm order date will be the date BellSouth receives a Bona Fide Firm Order. BellSouth will acknowledge the receipt of AT&T's Bona Fide Firm Order within five (5) **[calendar vs. business]** days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

6.3.2 Within ten (10) business days after receipt of AT&T's Bona Fide Order, BellSouth and AT&T will visit, without charge, AT&T's designated collocation arrangement location.

6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.4 **DISAGREE**

AT&T LANGUAGE

Construction and Provisioning Interval. BellSouth shall complete construction for collocation arrangements as follows: (1) for cageless space, sixty (60) calendar days from the receipt of AT&T's Bona Fide Firm Order; (2) for virtual space, sixty (60) calendar days from the receipt of AT&T's Bona Fide Firm Order; and (3) for caged space that AT&T constructs, thirty (30) calendar days from the receipt of AT&T's Bona Fide Firm Order; and, (4) for caged space that BellSouth constructs, ninety (90) calendar days from the receipt of AT&T's Bona Fide Firm Order.

BELLSOUTH LANGUAGE

Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for

collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 [calendar vs. business] days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 [calendar vs. business] days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and AT&T will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to AT&T during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. AT&T and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by AT&T. The acceptance walk through shall occur within 15 calendar days of BellSouth's notification to AT&T that the collocation space is ready for occupancy. BellSouth will correct any deviations to AT&T's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame. The correction of these deviations from AT&T's original request for collocation shall be at BellSouth's expense. At the end of the acceptance walk through or after any deviations are

corrected, AT&T will execute a written document accepting the Collocation Space.

6.5 Use of Certified Vendor. A "BellSouth Certified Vendor" is a vendor that has been certified by BellSouth to perform certain activities pursuant to BellSouth's certified vendor program. AT&T shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, AT&T must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide AT&T with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing AT&T's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and AT&T upon successful completion of installation. The Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall certify AT&T or any vendor proposed by AT&T when either satisfactorily completes BellSouth's certified vendor program.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's and AT&T's equipment and facilities. Should AT&T elect to place alarms within its Collocation Space, AT&T shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service AT&T's Collocation Space. Upon request, BellSouth will provide AT&T with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by AT&T. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental & Safety Privilages identified as Exhibit B attached hereto.

6.7 **BellSouth shall supply -48 Volt (-48V) DC power, including back-up power, for AT&T's Collocation Space within the Premises and shall make available AC power at AT&T's option for Adjacent Arrangement collocation. The power provided to AT&T by BellSouth shall be at least equal in quality and service level as that which is provided by BellSouth to itself or to any third party. When obtaining AC power from a BellSouth Service Panel, fuses and power cables must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. AT&T's BellSouth Certified**

Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. Electrical engineering standards require that the fuse positions for power feeders must exceed the actual drain (or expected consumption) by 50%. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. AT&T's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. BellSouth may be required to construct additional DC power plant or upgrade the existing DC power plant in a Premises as a result of AT&T's request to collocate in that Premises ("Power Plant Construction"). The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all Telcordia and ANSI Standards regarding power cabling, including Telcordia Network Equipment Building System (NEBS) StandardGR-63-CORE. If BellSouth has not previously provided for power plant capacity for collocation at a specific site, then AT&T has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Vendor and such contractor shall comply with BellSouth's guidelines and specifications. Where AT&T performs its own dedicated Power Plant Construction, upon termination of this Attachment AT&T shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.. The termination and grounding locations shall be as mutually agreed upon by the Parties. (Open – AT&T/BellSouth)

6.8 Basic telephone service. Upon request of AT&T, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.9 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to central office space or support mechanisms which is required to accommodate physical collocation. AT&T's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by AT&T divided by the total central office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may

include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per central office basis. BellSouth will reimburse AT&T in an amount equal to AT&T's reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.10 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its FCC Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, AT&T may purchase Cross-Connects as set forth in Exhibit A, and AT&T may designate within its Virtual Collocation arrangements the placement of telecommunications equipment set forth in Section 5.1 of this Attachment 4. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, AT&T may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by AT&T, such information will be provided to AT&T in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to AT&T within 180 days of BellSouth's written denial of AT&T's request for physical collocation, and (ii) AT&T was not informed in the written denial that physical collocation space would become available within such 180 days, then AT&T may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. AT&T must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10.1 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; (2)

the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.

6.11 Cancellation. If, at anytime, AT&T cancels its order for the Collocation Space(s), BellSouth shall return that portion of the charges paid by AT&T which exceed any expenses incurred up to the date that written notice of the cancellation is received. If BellSouth can demonstrate that BellSouth's expenses exceeded the estimated charges paid by AT&T, AT&T will pay BellSouth the additional charges. In no event will the level of reimbursement under this paragraph exceed the maximum amount AT&T would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.12 Licenses. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6 of this Attachment 4, AT&T shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following AT&T's receipt of a bill or invoice from BellSouth following space acceptance. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Section 6.1.2 of this Attachment 4, when AT&T requests a modification to the arrangement.

7.2 BellSouth may begin billing AT&T for recurring charges for the Collocation Space on the date that AT&T executes the written document accepting the Collocation Space pursuant to Section 6.4.3 of this Attachment 4.

7.3 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation fee. The Space Preparation Fee will be pro rated as prescribed in Section 6.8 of this Attachment 4.

7.4 Cable Installation. Cable Installation fee(s) are assessed per entrance fiber placed.

7.5 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power AT&T's equipment. When the Collocation Space is enclosed, AT&T shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, AT&T shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event AT&T's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, AT&T shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date AT&T first occupies the Collocation Space, whichever is sooner.

7.6 **Charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to AT&T's equipment or space enclosure. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of AT&T's request to collocate in that central office ("Power Plant Construction"), AT&T shall pay its pro-rata share of costs associated with the Power Plant Construction. BellSouth will notify AT&T of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be prorated and shared**

among all telecommunications carriers that benefit from that construction. The proration shall be based on the cost of providing one (1) ampere of DC power multiplied by the nominal drain requirements indicated by AT&T in its physical collocation application. AT&T shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. AT&T shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction.

7.6.1 **Charges for AC power will be assessed per breaker ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A of this Attachment 4, incorporated herein by this reference. AC power voltage and phase ratings shall be determined on a per location basis. (Open – AT&T)**

7.7 Other. If no rate is identified in this agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). AT&T will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date. (Open – AT&T)

8. INSURANCE

8.1 Insurance coverage shall be maintained pursuant to Section 21 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property owned by either Party (BellSouth or AT&T), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the Party against whose property said

lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. INSPECTIONS

10.1 BellSouth shall conduct an inspection of AT&T's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between AT&T's equipment and equipment of BellSouth. BellSouth may conduct an inspection if AT&T adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide AT&T with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth. If, as a result of the inspection by BellSouth, AT&T is found to be in non-compliance with the terms and conditions of this section, AT&T must modify its installation to achieve compliance.

11. SECURITY AND SAFETY REQUIREMENTS

11.1 **DISAGREE**

AT&T LANGUAGE

~~**The security and safety requirements set forth in this section are as stringent as the security requirements that BellSouth will maintain at its own premises either for its own employees or for authorized contractors.**~~ Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3 of this Attachment 4, or authorized agents of AT&T will be permitted in the BellSouth Premises. AT&T shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's or agent's name and photo, and AT&T's name. BellSouth reserves the right to remove from its Premises any employee or agent of AT&T not possessing identification issued by AT&T. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth

Premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. AT&T shall be solely responsible for ensuring that any Guest of AT&T is in compliance with all subsections of this Section 11.

BELLSOUTH LANGUAGE

The security and safety requirements set forth in this section are as stringent as the security requirements that BellSouth will maintain at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3 of this Attachment 4, or authorized agents of AT&T will be permitted in the BellSouth Premises. AT&T shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's or agent's name and photo, and AT&T's name. BellSouth reserves the right to remove from its Premises any employee or agent of AT&T not possessing identification issued by AT&T. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. AT&T shall be solely responsible for ensuring that any Guest of AT&T is in compliance with all subsections of this Section 11.

11.2 **DISAGREE**

AT&T LANGUAGE

11.2 BellSouth may, at its option, adopt the following security measures in protecting its equipment and ensuring network reliability:

11.2.1 Installing security cameras or other monitoring systems; or

11.2.2 Requiring AT&T personnel to use badges with computerized tracking systems; or

11.2.3 Requiring AT&T employees to undergo the same level of security training, or its equivalent, that BellSouth's own employees, or third party contractors providing similar functions, must undergo; provided, however, that BellSouth may not require AT&T employees to receive such training from BellSouth itself, but

must provide information to the AT&T on the specific type of training required so the AT&T employees can conduct their own training.

BELLSOUTH LANGUAGE

11.2 **AT&T will be required, at its own expense, to conduct a statewide investigation of criminal history records for each AT&T employee or agent being considered for work on the BellSouth Premises, for the states/countries where the AT&T employee or agent has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.**

11.3 AT&T will administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth or meeting criteria defined by BellSouth.

11.4 **DISAGREE**

AT&T LANGUAGE

~~**11.4 AT&T shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. AT&T shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any AT&T personnel who have been identified to have misdemeanor convictions. Notwithstanding the foregoing, in the even that AT&T chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, AT&T may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).**~~

BELLSOUTH LANGUAGE

11.4 AT&T shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. AT&T shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any AT&T personnel who have been identified to have

misdemeanor convictions. Notwithstanding the foregoing, in the even that AT&T chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, AT&T may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.5 **DISAGREE**

AT&T LANGUAGE

11.5 ~~**For each AT&T employee or agent requiring access to a BellSouth Premises pursuant to this agreement, AT&T shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee or agent. If the employee's or agent's criminal history includes misdemeanor convictions, AT&T will disclose the nature of the convictions to BellSouth at that time. In the alternative, AT&T may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.**~~

BELLSOUTH LANGUAGE

11.5 **For each AT&T employee or agent requiring access to a BellSouth Premises pursuant to this agreement, AT&T shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee or agent. If the employee's or agent's criminal history includes misdemeanor convictions, AT&T will disclose the nature of the convictions to BellSouth at that time. In the alternative, AT&T may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.**

11.6 At BellSouth's request, AT&T shall promptly remove from the BellSouth Premises any employee or agent of AT&T's BellSouth does

not wish to grant access to its Premises pursuant to any investigation conducted by BellSouth.

11.7 Notification to BellSouth. BellSouth reserves the right to interview AT&T's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to AT&T's Security contact of such interview and arranges for AT&T's Security personnel to participate. AT&T and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving AT&T's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill AT&T for all reasonable costs associated with investigations involving its employees, agents or contractors if it is established and mutually agreed in good faith that AT&T's employees, agents or contractors are responsible for the alleged act. BellSouth shall bill AT&T for BellSouth property which is stolen or damaged where an investigation determines the culpability of AT&T's employees, agents or contractors and where AT&T agrees, in good faith, with the results of such investigation. AT&T shall notify BellSouth in writing immediately in the event that AT&T discovers one of its employees or agents already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee or agent found to have violated the security and safety requirements of this section. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

11.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards), will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees or agents.

11.11 BellSouth shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.

11.12 **BellSouth shall exercise the same level of care it provides to itself to prevent harm or damage to AT&T, its employees, agents or end users, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of AT&T property located within BellSouth Premises including, but not limited to:**

11.12.1 **Agreeing not to use card access readers and devices that use cards that are encoded indentically or mechanized coded locks on external doors or on internal doors spaces that house AT&T equipment.**

11.12.2 **Insure that the area that houses AT&T's equipment isadequately secured and monitored to prevent unauthorized entry.**

11.12.3 **Assuring that the physical security and the means of ingress and admission to spaces that house AT&T equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth admissions practices.**

11.12.4 **Installing security studs in the hinge plates of doors having exposed hinges with removable pins ifsuch leads to spaces that contain or house AT&T equipment or equipment enclosures.**

11.12.5 **Controlling access from passenger and freight elevators by cintinuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces that contain or house AT&T equipment or equipment enclosures.**

11.13 **BellSouth will provide notification to desingated personnel of an actual or attempted security breach of AT&T's Collocation Space, upon BellSouth discovery of such breach.**

12. NOTIFICATION OF SERVICE AFFECTING ACTIVITY WITHIN THE BELLSOUTH PREMISES

12.1 BellSouth shall provide AT&T with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that may directly affect the Collocation Space occupied by AT&T or that is directly related to AT&T circuits that support AT&T equipment. BellSouth will inform AT&T by telephone of any emergency-related activity that BellSouth or its subcontractors may be performing that may directly affect the Collocation Space occupied by AT&T or that is directly related to AT&T circuits that support AT&T equipment. Notification of any emergency-related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. To the extent that the Emergency Notification Process requires BellSouth to incur additional costs, AT&T shall reimburse BellSouth for such costs. The ACAC (Access Carrier Advocacy Center) shall be the single point of contact on all matters pertaining to the following areas:

Equipment or Central Office Engineering
Outside Plant Engineering
Physical & Logical Security
Provisioning
Maintenance
Billing
Operations
Site and Building Managers
Environmental and Safety

13. DESTRUCTION OF COLLOCATION SPACE

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for AT&T's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Attachment, only with respect to the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If a Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for AT&T's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to AT&T, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to

delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. AT&T may, at its own expense, accelerate the rebuild of its Collocation Space and equipment, provided however, that a BellSouth Certified Vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If AT&T's acceleration of the project increases the cost of the project, then those additional charges will be incurred by AT&T. Where allowed and where practical, AT&T may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where a damaged Collocation Space shall be rebuilt or repaired, AT&T shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of such damaged Collocation Space for AT&T's permitted use, until such Collocation Space is fully repaired and restored and AT&T's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where AT&T has placed an Adjacent Arrangement pursuant to Section **3.4** of this Attachment 4, AT&T shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. EMINENT DOMAIN

14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate only with respect to such taken Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for such taken Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and AT&T shall each have the right to terminate this Attachment only with respect to such part of the Collocation Space or Adjacent Arrangement taken and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15. RELOCATION OF AT&T'S EQUIPMENT

15.1 Except as otherwise stated in this Attachment, BellSouth shall use its best efforts to prevent AT&T from having to relocate its equipment during the term of this Agreement. If AT&T, at BellSouth's request, agrees to relocate its equipment, then BellSouth shall reimburse AT&T for any and all costs reasonably associated with such relocation.

16. NONEXCLUSIVITY

16.1 AT&T understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis in accordance with the procedures established in this Attachment of obtaining Collocation Space.

TENNESSEE
COLLOCATION RATES –

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$639.50
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$639.50 Minumum
PE1BB	Space Preparation Fee **(Note 2)**			$2,686.00
	Space Enclosure **(Note 3)**			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.38	NA
PE1PJ	Floor Space	Per square foot	$6.44	NA
PE1BD	Cable Installation	Per Cable	NA	$1,081.00
PE1PM	Cable Support Structure	Per entrance cable	$2.65	NA
PE1PL	Power	Per amp	$2.00	

TENNESSEE
COLLOCATION RATES –

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.05	$8.80/$8.80
PE1P4	4-wire		$.10	$17.6/$17.6
PE1P1	DS-1		$7.95	$47.70/$47.70
PE1P3	DS-3		$55.80	$341.32/$341.32
PE1F2	2-fiber		$15.90	$73.00/$52.00
PE1F4	4-fiber		$28.50	$88.00/$67.00
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES Fiber	Fiber cable support structure	Per linear foot	$0.06	NA
PE1DS Copper	Copper or Coaxial cable support structure)	Per linear foot	$0.03	NA
PE1A1	Security Access System			
	New Access Card Activation	Per Card		$55.00
	Administrative change, existing card	Per Card		$35.00
TBD	Space Availability Report	Per Central Office Requested		$550.00
	POT Bay Arrangements			
PE1PE	2 Wire Cross-Connect	Per Cross Connect	$0.40	NA
PE1PF	4 Wire Cross-Connect	Per Cross Connect	$1.20	NA
PE1PG	DS1 Cross-Connect	Per Cross Connect	$1.20	NA
PE1PH	DS3 Cross-Connect	Per Cross Connect	$8.00	NA

TENNESSEE
COLLOCATION RATES –

***Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$24.39/$24.39
PE1OT	Overtime	hour/Additional	NA	$36.59/$36.59
PE1PT	Premium Time	Half-hour	NA	$36.59/$36.59
AEH	Additional Engineering Fee **(Note 5)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event AT&T opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to AT&T as prescribed in Section 7 of this Attachment.

(3) **Space Enclosure Fee**: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. AT&T may, at its option, arrange with a BellSouth Certified Vendor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill AT&T for the space enclosure, and this fee shall not be applicable.

TENNESSEE
COLLOCATION RATES –

(4) **Co-Carrier Cross-Connect**. As stated in Section 5 of this Attachment, AT&T may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. The recurring charges as stated in this Exhibit A shall apply for BellSouth provided cable rack structure.

(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling AT&T-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and AT&T agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and AT&T shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. AT&T should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for AT&T to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. AT&T will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the AT&T space with proper notification. BellSouth reserves the right to stop any AT&T work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by AT&T are owned by AT&T. AT&T will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by AT&T or different hazardous materials used by AT&T at BellSouth Facility. AT&T must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by AT&T to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and AT&T will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and AT&T will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, AT&T must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and AT&T shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, AT&T agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. AT&T further agrees to cooperate with BellSouth to ensure that AT&T's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by AT&T, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. **Categories for Consideration of Environmental Issues (cont.)**

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996

	EVET approval of contractor	GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Attachment 5

Access to Numbers and Number Portability

TABLE OF CONTENTS

1 NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS 3

2 PERMANENT NUMBER PORTABILITY 3

3 SERVICE PROVIDER NUMBER PORTABILITY 7

4 SPNP IMPLEMENTATION 7

EXHIBIT A The Local Number Portability Ordering Guide for CLECs
EXHIBIT B Rates for Service Provider Number Portability

EXHIBIT C Rates for Interfaces for Operations Support Systems

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

1.1 During the term of this Agreement, AT&T shall contact NeuStar for the assignment of numbering resources. In order to be assigned a Central Office Code, AT&T will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.1.1 For the purposes of the resale of BellSouth's telecommunications services by AT&T, BellSouth will provide AT&T with on-line access to telephone numbers for reservation on a first-come, first-served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. AT&T acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Identifier Code (CLLIC) and in such instances BellSouth may request that AT&T cancel all or a portion of its reservations of numbers. AT&T's consent to such request shall not be unreasonably withheld.

1.2 Further, upon AT&T request and for the purposes of the resale of BellSouth's telecommunications services by AT&T, BellSouth will reserve up to 100 telephone numbers per CLLIC, for AT&T's sole use. Such telephone number reservations shall be transmitted to AT&T via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. AT&T acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for AT&T's reasonable need in that particular CLLIC.

2. Permanent Number Portability

2.1 The FCC, the state public service commissions and industry forums have developed a permanent approach to providing service provider number portability and BellSouth is working to implement Permanent Number Portability ("PNP"). Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to

move to PNP, interim Service Provider Number Portability ("SPNP") is available pursuant to Section 3 of this Attachment 5.

2.2 BellSouth and AT&T will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLECs," Issue 1b, dated October 10, 1999, attached as Exhibit A to this Attachment 5.

2.2.1 BellSouth and AT&T will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

2.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported end user. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

2.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

2.2.4 BellSouth will provide ordering support for AT&T's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth's normal hours of operation for provisioning support are defined in Attachment 7, incorporated herein by this reference. Ordering and provisioning support required by AT&T outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where location routing number (LRN) unconditional or 10-digit triggers are set, AT&T may port numbers during times that are supported by Number Portability Administration Center (NPAC) 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to AT&T 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

2.2.5 AT&T will provide ordering support for BellSouth's PNP requests Monday through Friday 8:00 AM until 5:00 PM MST.

2.2.6 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

2.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experiences or as offered to other CLECs.

2.4 AT&T may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

2.5 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to AT&T where AT&T is a subscriber to local switching or where AT&T is a reseller of BellSouth's telecommunications services. This charge will not be discounted.

2.6 Location Routing Number-Local Number Portability (LRN-LNP) employs an "N-1" Query Methodology

2.6.1 For interLATA or intraLATA toll calls the originating carrier will pass the call to the appropriate toll carrier who will perform the Local Number Portability (LNP) query. In this situation, the toll carrier is the N-1 carrier.

2.6.2 For a local call to a ported number, BellSouth or AT&T, as the originating carrier, will be the N-1 carrier. The N-1 carrier will perform an external database query and pass the call to the appropriate terminating carrier.

2.6.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP, neither Party will charge a query charge to the other Party when the other Party is the N-1 carrier.

2.6.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. Parties are not obligated to perform the LNP-PNP query prior to the first port in an NXX.

2.6.5 On calls originating from a Party's network, the Party will populate, in the SS7 Initial Address Message, if technically feasible, the Jurisdiction Information Parameter ("JIP") with the first six digits of the ten digit Location Routing Number (LRN) in accordance with the applicable industry technical standards.

2.7 SMS Administration

2.7.1 AT&T and BellSouth will adhere to the NPAC Service Management System (SMS) Functional Requirements Specification (FRS) as described in the NANC-FRS-Number Portability Administration Center–SMS, Version 1.1, dated May 5, 1997, as required in FCC Order No. 97-289, released August 18, 1997, or as further required by the FCC in future proceedings.

2.8 Project Management Guidelines for PNP

2.8.1 BellSouth will project manage a PNP order from AT&T if it meets one or more of the following criteria:

- 51 + telephone numbers on basic service;
- 15 + loops;
- telephone numbers associated with a complex class of service.

2.8.2 As used herein, the term "project manage" means that the Parties shall negotiate implementation details, including but not limited to, due dates, cut-over intervals and times, coordination of technical resources and completion notices.

2.9 Excluded Numbers

2.9.1 Neither Party shall be required to provide number portability for excluded numbers (e.g. 500 and 900 NPAs, 950 and 976 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

2.10 Mass Calling Numbers/Choke Networks

2.10.1 Mass Call Numbers will not be ported with LRN (i.e., there will be no database queries made for mass call number NXX's associated with choke networks). Until the FCC has adopted a standard for porting mass call numbers, the Parties will work cooperatively to direct mass call numbers to each other's network using arrangements that are efficient for both Parties.

2.11 Operator Services, LIDB and Directory Assistance

2.11.1 If Operator Services, Line Information Data Base (LIDB) and Directory Assistance services are provided pursuant to this Agreement, they shall also apply when PNP is in place.

2.11.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, BellSouth and AT&T shall provide, if technically feasible, the JIP in the SS7 Initial Address Message (IAM) in accordance with applicable industry standard technical references.

2.12 Porting of PNP DID Block Numbers

2.12.1 BellSouth and AT&T shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. BellSouth and AT&T shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth's end users at the applicable tariffed rates or consistent with BellSouth's pricing guidelines.

3. Service Provider Number Portability

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available on a per telephone number basis through either remote call forwarding ("SPNP-RCF"), LERG reassignments (SPNP-LERG), direct inward dialing trunks (SPNP-DID), or route indexing (SPNP-RI) at the election of the Party requesting SPNP.

4. SPNP Implementation

4.1 SPNP is available only where AT&T or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a

particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis.

4.3 The calling party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent-paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third company non-sent-paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent-paid calls on an individual end user account level. The billable detail will be delivered to the requesting Party pursuant to the terms and conditions contained within Attachment 6, incorporated herein by this reference.

4.4 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.5 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to

SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

4.6 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's end users if deemed necessary for maintenance purposes.

4.7 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or if any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

4.8 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

4.9 If SPNP is deployed by either Party and prior to conversion to PNP:

4.9.1 If requested by either Party, the other Party shall provide Emergency Interrupt (EI) trunks to the requesting Party's end office for Busy Line Verification/Busy Line Interrupt (BLV/BLI) call requests for lines that terminate at the requesting Party's end office;

4.9.2 When a BLV/BLI request for a ported number is directed to one Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator;

4.9.3 BellSouth shall remove from its LIDB all existing BellSouth issued Telephone Line Number (TLN)-based card numbers when an end user ports its number to the AT&T;

4.9.4 Where BellSouth has control of directory listings and/or directory assistance for NXX codes containing ported numbers, BellSouth shall process the requests for directory listings and Directory Assistance entries as specified by AT&T on the appropriate service request.

4.9.5 AT&T shall have the right to use the existing BellSouth 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under SPNP, the Parties agree that all ported numbers will remain in the Public Service Answering Points (PSAP) routing databases. When remote call forwarding (RCF) is used, both the ported numbers and shadow numbers for a Party's ported end users shall be stored in PSAP databases. Either Party shall have the right to verify the accuracy of the information in the PSAP databases.

4.9.6 Cut-over intervals for SPNP provided to AT&T's end users will be at parity with the intervals experienced by BellSouth's end users, BellSouth itself, or any other CLEC, in accordance with the Performance Measurements in Attachment 9, incorporated herein by this reference.

4.10 SPNP-RCF, as contemplated by this Attachment 5, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by AT&T or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths are available and rates are set forth in Exhibit B.

4.11 SPNP-DID service, as contemplated by this Attachment 5, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service.

4.11.1 A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method.

4.11.2 SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes.

4.11.3 Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities.

4.11.4 SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped.

4.11.5 Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service.

4.11.6 Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group.

4.11.7 Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in BellSouth's Intrastate Access Services Tariff, § E6.1.3.A, as amended from time to time.

4.11.8 BellSouth and AT&T shall offer number portability to customers for any portion of existing DID block without being required to port the entire

block of DID numbers. BellSouth and AT&T shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth's end users at the applicable tariffed rates or consistent with BellSouth pricing guidelines.

4.11.9 SPNP-DID is available from BellSouth on a per DS1 or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable rates are set forth in Exhibit B to this Attachment 5.

4.12 Route Indexing

4.12.1 Route Indexing ("RI") may take two forms: Route Index-Portability Hub ("RI-PH") or Directory Number-Route Index ("DN-RI").

4.12.2 RI-PH will route a dialed call to the first Party's (Party A's) switch associated with the NXX of the dialed number. Party A's switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to the other Party (Party B) as the local service provider. The prefixed dialed number is transmitted to Party A's tandem switch to which the Party B is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to Party B's switch so the routing of the call can be completed by Party B.

4.12.3 DN-RI is a form of RI-PH that requires direct trunking from BellSouth's switch where the ported number was originally assigned to the AT&T switch where the number has been ported. BellSouth's switch shall send without a prefix the originally dialed number to AT&T's switch.

4.12.4 BellSouth shall provide RI-PH or DN-RI on an individual telephone number basis, as the other Party designates. Where technically feasible, AT&T may designate both methods so that calls to ported numbers are first directed to AT&T's switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

4.12.5 For both RI-PH and DN-RI the trunks used may, at AT&T's option, be the same as those used for exchange of other local traffic with the other Party if technically feasible. At either Party's option, the trunks shall employ SS7 or in band signaling and may be one way or two way.

5. LERG Reassignment

5.1 BellSouth and AT&T will mutually agree, on a case by case basis, when an entire NXX is to be reassigned using LERG reassignment. Both parties will work cooperatively to coordinate and complete the transfer prior to the date on which LERG changes become effective using processes and intervals agreed to by both Parties.

6. Rates

6.1 Rates for the interfaces to access Operations Support Systems functions shall be as set forth in Exhibit B to this Attachment 5.

6.2 Rates for SPNP are set out in Exhibit C to this Attachment 5, incorporated herein by this reference. If no rate is identified in this Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

7. Transition to Permanent Number Portability

7.1 Once PNP is implemented in an end office, with advance written notice, both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office serving the telephone number. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

ATTACHMENT 5

EXHIBIT A

Customer Guide
CG-LNCL-001
Issue 1b, October 1999

Local Number Portability Ordering Guide for CLECs

Network & Carrier Services

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October 1999

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Contents

Subject	Page
Introduction	v
Purpose	v
Version Information	v
1. Introduction to Local Number Portability	1
1.1 Description of LNP	1
1.2 Network Provisioning for Local Number Portability	1
1.3 LNP Order Status	3
2. LNP Order Process Flows	5
2.1 High Level LNP Order Process Flow and Narrative	5
2.2 Detailed LNP Order Process Flow and Narrative	7
2.2.1 LNP Order Process - Port Out and Port Out with Loop	8
3. LNP Clarification and Supplement (SUP) LSR Process Flows	17
3.1 Detailed LNP Clarification Process Flow and Narrative	17
3.1.1 Clarification Process	17
3.2 Detailed Supplement (SUP) LSR Process Flow and Narrative	18
3.2.1 Supplement (SUP) LSR Change Process	19
4. Requirements for LNP Ordering	23
4.1 Requirements for LNP Ordering	23
4.2 Local Number Portability Rules	24
4.3 Required Forms	26
4.4 Minimum Required Fields for Faxed LNP Orders	28
4.4.1 LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop)	28
4.4.2 Faxed End User Information Form Fields	32
4.4.3 Faxed Number Portability Form Fields	33
4.4.4 Faxed Loop Service with Number Portability Form Fields	34
4.5 Complex LNP Orders	36
4.6 Faxed Loop Service with Number Portability Fields	36
4.7 Project Managed LNP Orders and Standard Intervals	37
5. Critical Success Factors for LNP Ordering	39
5.1 Pre-Order Information	39
5.2 LSR Order Forms for LNP	39
5.3 Supplemental LSRs	40
5.4 Clarifications	40
5.5 Standard Intervals	40
5.6 NPAC Communication	41

5.7 E911 Lock Down 41

6. System Interfaces 43
6.1 Interface Options for Order Submission 43
6.2 System Interface Descriptions 43

7. Frequently Asked Questions 47
7.1 General 47
7.2 Ordering Options 48
7.3 LSR Error Notices 48
7.4 Due Dates 49
7.5 NPAC Communication 49

8. LNP Ordering Checklist 51
8.1 LNP Ordering Checklist 51

9. Glossary of LNP Terms 53
9.1 Glossary of LNP Terms 53

Introduction

Purpose

This document contains information on Local Number Portability for CLECs interested in ordering this service from BellSouth. The Guide is intended to increase the CLEC's understanding of LNP Order Process at BellSouth; to provide guidelines for LSR completion; and to offer information on critical success factors for LSR submission.

This guide is intended to be used as a supplement to, not a replacement for, the **BellSouth Ordering Guide for CLECs** and the **LEO Implementation Guide**, which are available on-line through the BellSouth Interconnection website at: **http://www.interconnection.bellsouth.com/guides/guides.html**

Information resources reviewed for this guide include, but are not limited to:

- BellSouth CLEC Interconnections Web Site
- BellSouth Interconnection Services Ordering Guide for CLECs
- BellSouth LNP Documentation
- North American Numbering Council (NANC) Architecture and Administrative Plan for Local Number Portability
- North American Numbering Council (NANC) Inter-Service Provider LNP Operations Flows
- www.fcc.gov
- www.npac.com/home.htm
- www.ported.com

Version Information

Table A Revision History

Chapter	Action Request #	Date/Issue	Description
Various	N/A	October 1999/ 1b	General Revision
Various	N / A	April 2, 1999 / 1a	General Revisions
All	N / A	March, 1999 / 1	First Issue

1. Introduction to Local Number Portability

1.1 Description of LNP

Local Service Provider Portability

Local Number Portability (LNP) is a part of local competition that provides end users with the ability to retain their phone numbers when they change their Local Service Provider.

Phase	Description
Local Service Provider (SPP)	Allows customers to keep their current telephone number(s) if they chose to switch from their current Local Service Provider to another.

The Telecommunications Act of 1996 requires BellSouth to provide a mechanism for customers to retain their current telephone numbers when they change their Local Service Provider.

Orders of the FCC pursuant to the Telecommunications Act of 1996 provide deadlines for implementing Local Service Provider Portability (SPP) in the top 100 metropolitan areas in the United States. The BellSouth territory includes 21 of the top 100 metropolitan areas. To learn more about BellSouth's implementation schedule plan , please visit us at:

Note: http://g8058183.ga.bst.bls.com/ibu/files/infra_lnp/LNP/LNPtrack.xls

1.2 Network Provisioning for Local Number Portability

Interim Number Portability (INP) is a temporary solution for porting numbers which involves two telephone numbers to route calls to the serving wire center using one of the following methods:

- Remote Call Forwarding
- Direct Inward Dialing
- Route Index Hubbing

Local Number Portability (LNP) is the long range solution for Service Provider Portability (SPP) and includes the following characteristics:

- uses only one telephone number.
- requires significant network architecture hardware and software upgrades.
- uses the Advanced Intelligent Network (AIN).
- requires new routing methodology to send calls to the wire center of the company currently providing the local service.

Note: All calls to a port eligible NPA NXX will route using the AIN to look up the correct routing information (LRN) for the telephone number.

The **LNP Gateway (LNP GW)** is a major link in the LNP process for BellSouth since it provides both internal and external communications with various interfaces and processes, including:

- linking BellSouth to the Number Portability Administration Center (NPAC).
- allowing for inter-company communications between BellSouth and the CLECs for electronic ordering.
- providing interface between NPAC and AIN SMS for LNP routing processes.

The **Number Portability Administration Center (NPAC)** is a neutral third party organization that oversees the porting of telephone numbers for Local Number Portability. The NPAC maintains and communicates LNP-related data including

- Old Service Provider ID (OCN)
- New Service Provider ID (OCN)
- Local Routing Number (LRN)
- Due Dates
- CLASS-DPC
- CLASS-SSN
- LIDB-DPC
- LIDB-SSN
- CNAM-DPC
- CNAM-SSN
- ISVM-DPC
- ISVM-SSN

The BellSouth LNP Gateway must communicate with the NPAC as to whether numbers are porting out or porting in. The messages sent to and from the NPAC are called Subscription Versions (SVs). Subscription Versions are the messages that flow through the NPAC to provide information for routing calls to ported numbers. The SV can only contain one telephone number (TN), which means that one LSR may have many TNs and SVs associated with it.

LSRs for INP

LSRs requesting Interim Number Portability (INP) will not be accepted with due dates by BellSouth after the completion for each phase. If the due date is between ready to port and completion date, the CLEC may request INP or LNP.

1.3 LNP Order Status

Online Order Status Information For Faxed LSR's

CLEC PON Status Reports for faxed LNP LSRs are now available via BellSouth's website at **https://clec.bellsouth.com**. This report is located in the same location as your company's measurement reports. The information can be found as report number 00 (PON Report) on the CLEC reports page.

The report will provide status for all orders tracked into BellSouth's Local Order Number (LON) systems for the most recent 31 days. The report is CLEC specific. This will answer the majority of questions CLECs have about orders that have been submitted.

Each CLEC will be required to have a specific login and password to access these reports. The application for this report is also found on the web. Once the form is completed, it should be sent to the account team for processing.

EDI/TAG POS and CN

Users submitting LSR's through EDI or TAG receive Pending Order Statuses (POS) and Jeopardy Notifications back through the return path for these systems. Completion notification (CN) is sent when all service orders associated with the LSR are complete.

2. LNP Order Process Flows

2.1 High Level LNP Order Process Flow and Narrative

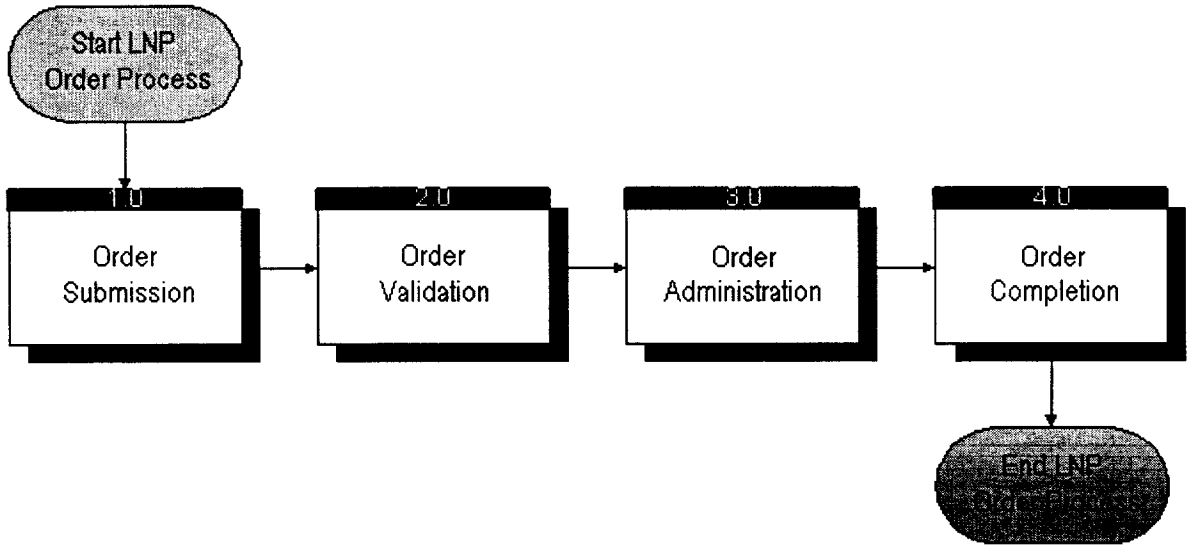


Figure 1 High Level LNP Order Process Flow

Step	Action
1.0 Order Submission:	CLEC sends LNP LSR to BellSouth LCSC via fax, EDI, or TAG.
2.0 Order Validation:	BellSouth validates CLEC LSR for errors, and requests clarification when necessary.

Step	Action
3.0 Order Administration:	BellSouth sends FOC to CLEC if clarification is not needed. CLEC receives FOC and immediately sends Create SV to NPAC. BellSouth then sends Concur SV to NPAC. The CLEC sends the Activate SV to NPAC on the Due Date, porting the number.
4.0 Order Completion:	BellSouth completes the Disconnect order and sends E911 Unlock message to SCC. CLEC sends E911 Migrate message to SCC.

2.2 Detailed LNP Order Process Flow and Narrative

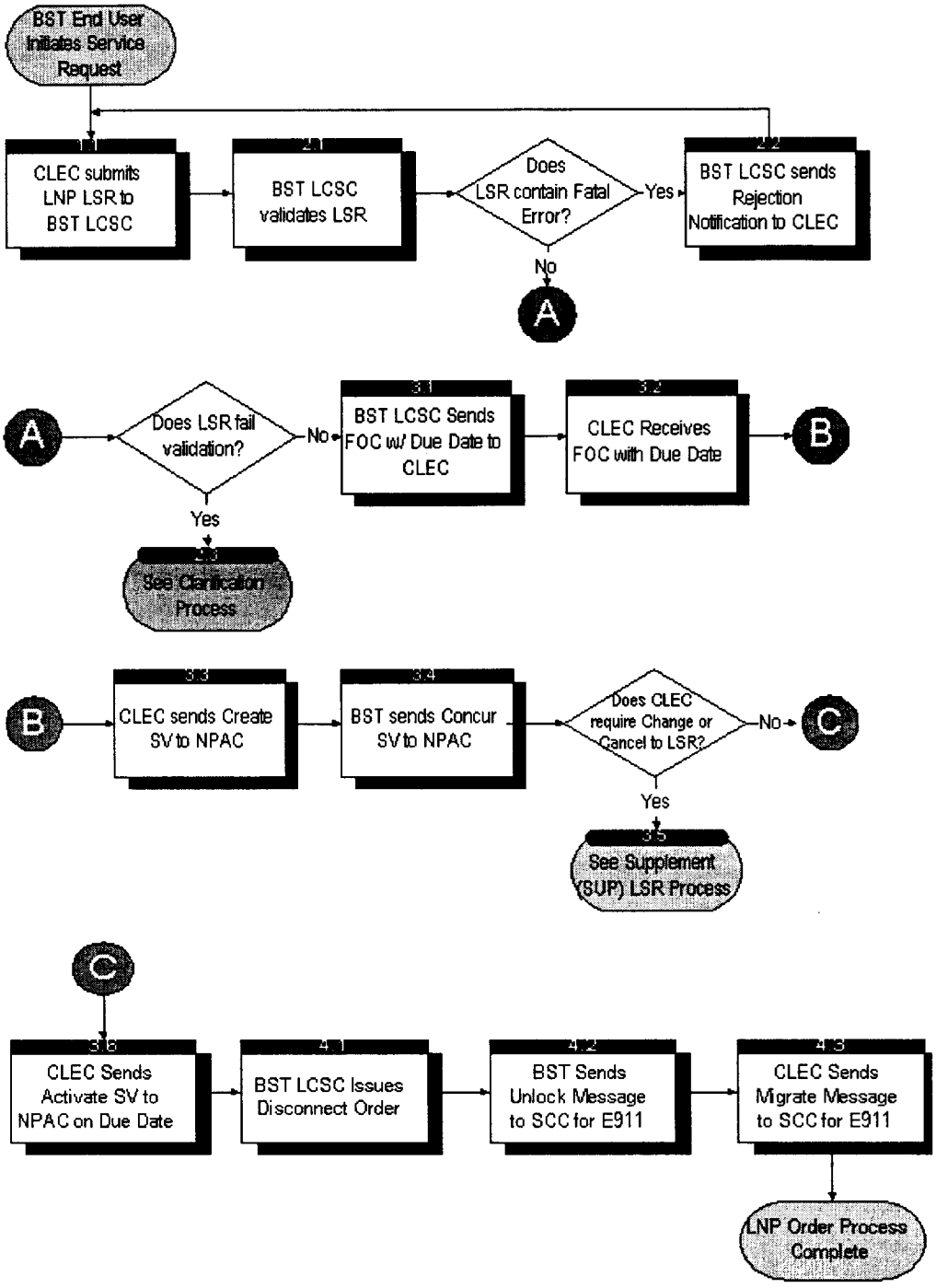


Figure 2 Detailed LNP Order Process Flow

2.2.1 LNP Order Process - Port Out and Port Out with Loop

1.0 Order Submission

1.1

Step	Action
Process Step	**CLEC sends LNP LSR to BST LCSC via fax, EDI or TAG**
Predecessor	Bell South End User initiates LNP Request with CLEC
Input	End-user CSR; BellSouth Ordering Guide for CLECs; order forms; BellSouth Standard Interval information; BellSouth LNP Ordering Checklist (Section 8.0 of BellSouth LNP Ordering Guide for CLECs)
Output	BellSouth LCSC receives paper copy LSR via fax server OR digital LSR for EDI or TAG orders
Key Interface	Fax; EDI; TAG
Notes	LSR format defined by OBF

2.0 Order Validation

2.1

Step	Action
Process Step	**BST LCSC validates LSR**
Predecessor	CLEC submission of LSR
Input	CLEC LSR
Output	Validated LSR

Step	Action
Key Interface	BellSouth LNP-Gateway
Notes	CLECs may access pre-order support using a web browser and the **LENS** interface. Use the Inquiry function to confirm the accuracy of customer record information, address, etc.
Decision Point	

Step	Action
Process Step	**Does LSR contain Fatal Error*?**
If YES:	Proceed to 2.2 "BST LCSC sends Rejection Notification to CLEC"
If NO:	Proceed to Decision Point "Does LSR fail validation?"
Notes	*Fatal Reject errors include missing required fields, duplicate PON, and invalid entries.
2.2	

Step	Action
Process Step	**BST LCSC sends Rejection Notification to CLEC**
Predecessor	CLEC LNP LSR contains fatal errors (e.g., missing fields, duplicate PON, invalid entries)
Input	Rejected LSR
Output	Notification of fatal errors sent to CLEC
Key Interface	Fax, EDI, TAG, BellSouth LNP-Gateway
Notes	Fatal reject notices for EDI or TAG orders will be transmitted electronically via EDI or TAG. Fatal reject notices for faxed orders will be transmitted via fax.

Decision Point

Step	Action
Process Step	**Does LSR fail validation?**
If YES:	Proceed to 2.3 "Clarification Process"
If NO:	Proceed to 3.1 "BellSouth LCSC Sends FOC with Due Date to CLEC"

2.3
See Clarification Process

3.0 Order Administration

3.1

Step	Action
Process Step	**BST LCSC Sends FOC with Due Date to CLEC**
Predecessor	CLEC LSR passes BellSouth LNP Gateway validation.
Input	Valid LSR
Output	FOC is sent to CLEC via EDI, TAG, or fax; BellSouth LCSC issues 10 digit trigger order if applicable
Key Interface	EDI; TAG; fax; BellSouth LNP Gateway
Notes	"Trigger" may not be applicable for all types of service. See Local Number Portability Rules in section 4.0 for more details.

3.2

Step	Action
Process Step	**CLEC receives FOC with Due Date**
Predecessor	BellSouth LCSC sends CLEC FOC via fax, EDI, or TAG
Input	Valid LSR with FOC
Output	CLEC receives FOC with Due Date
Key Interface	Fax; EDI; TAG

3.3

Step	Action
Process Step	**CLEC sends Create SV to NPAC with Due Date on FOC and Time set to 00:00**
Predecessor	FOC received by CLEC
Input	FOC with Due Date sent by BellSouth LCSC
Output	NPAC notifies BellSouth LCSC that CLEC has sent Create SV
Key Interface	NPAC - Service Order Administration (SOA); BellSouth LNP Gateway
Notes	SV - Subscription Version BellSouth will place SVs in Conflict if CLEC sends the Create SV to NPAC prior to CLEC receiving FOC from BellSouth.

3.4

Step	Action
Process Step	**BST LCSC sends Concur SV to NPAC with Due Date on FOC and Time set to 00:00**
Predecessor	BellSouth receives notification of Create SV from NPAC
Input	Create SV sent by CLEC to NPAC
Output	NPAC notifies CLEC that Concur SV has been sent by BellSouth
Key Interface	NPAC - Service Order Administration (SOA); BellSouth LNP Gateway
Notes	BellSouth LCSC has 18 hours after Create SV to send Concur SV to NPAC.

Decision Point

Step	Action
Process Step	**Does CLEC require Change* or Cancel to Original LSR?**
If YES:	Proceed to 3.5 "Supplement (SUP) LSR Process"
If NO:	Proceed to 3.6 "CLEC sends Activate SV to NPAC with Due Date on FOC"
Notes	*Change to original LSR includes: Due Date change; Add/Remove TNs

3.5
See Supplement (SUP) LSR Process

3.6

Step	Action
Process Step	**CLEC Sends Activate SV to NPAC on Due Date on FOC**
Predecessor	BellSouth LCSC sends Concur SV to NPAC
Input	CLEC receives Concur SV from NPAC
Output	NPAC receives Activate SV from CLEC on Due Date on FOC
Key Interface	NPAC - Service Management System (SMS); BellSouth LNP Gateway
Notes	BellSouth is no longer responsible for customer after CLEC sends Activate SV to port the number. Activate SV should be sent for all telephone numbers on the LSR.

4.0 Order Completion

4.1

Step	Action
Process Step	**BST LCSC Issues Disconnect Order**
Predecessor	CLEC sends Activate SV to port number.
Input	NPAC notification of CLEC Activate SV sent to BellSouth
Output	Disconnect service orders issued by BellSouth LCSC

Step	Action
Key Interface	NPAC - Service Management System (SMS); BellSouth LNP Gateway
Notes	Following this point, questions regarding maintenance & repair should go to the UNE Center. LCSC will not issue disconnect until the Activate SV is received for all telephone numbers on LSR.

4.2

Step	Action
Process Step	**BST sends Unlock Message to SCC for E911**
Predecessor	BellSouth completes Disconnect service order
Input	Disconnect service order
Output	SCC receives BellSouth's Unlock message
Key Interface	SCC
Notes	BellSouth will not send the Unlock message to SCC before the Disconnect service order is complete. BellSouth will not send the Unlock message for E911 until Activate SV is received for all telephone numbers on LSR.

4.3

Step	Action
Process Step	**CLEC Sends Migrate Message to SCC for E911**
Predecessor	BellSouth Unlock message has been received by E911 SCC
Input	BellSouth Unlock message

Step	Action
Output	E911 record locked
Key Interface	SCC
Notes	If CLEC Migrate (Lock) message makes it to SCC before BellSouth's Unlock Message, then the CLEC message goes on an error report. BellSouth will not send Unlock message to SCC until CLEC has sent Activate SVs to NPAC forall telephone numbers on LSR.

3. LNP Clarification and Supplement (SUP) LSR Process Flows

3.1 Detailed LNP Clarification Process Flow and Narrative

Clarifications

Any LSR will be returned to the CLEC for clarification when BellSouth is not able to issue the orders requested due to:

- incomplete information
- incorrect information
- conflicting information

For faxed requests, clarifications will be sent via fax. Clarifications for EDI or TAG orders are sent via EDI or TAG. The CLEC has 10 business days to respond to the request for clarification by submitting a supplemental LSR. (SUP)* If no response is received, the LSR will be canceled on the eleventh day. If canceled by BellSouth, a new LSR (PON) must be submitted.

Note: * SUP LSRs must be sent using the same ordering method as the original LSR (i.e., Fax, EDI, TAG)

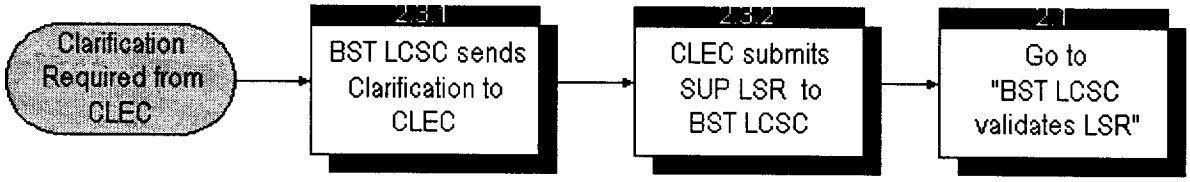


Figure 3 Detailed LNP Clarification Process Flow

3.1.1 Clarification Process

2.3.1

Step	Action
Process Step	**BST LCSC sends Clarification to CLEC via Fax, EDI, or TAG**
Predecessor	LSR falls out of BellSouth LNP-Gateway and requires clarification

Step	Action
Input	LSR rejected by BellSouth LNP-Gateway for clarification
Output	Clarification sent to CLEC via fax, EDI, or TAG
Key Interface	Fax; EDI; TAG

2.3.2

Step	Action
Process Step	**CLEC submits SUP LSR via fax, EDI, or TAG to BST LCSC**
Predecessor	LSR falls out of LNP-Gateway and requires clarification
Input	Clarification sent by LCSC via fax, EDI, or TAG to CLEC
Output	SUP LSR sent to LCSC
Key Interface	Fax; EDI; TAG
Notes	SUP must be sent via the same channel (EDI, TAG or fax) as the original LSR.

2.1
Go to "BST LCSC validates LSR"

3.2 Detailed Supplement (SUP) LSR Process Flow and Narrative

Supplement (SUP) LSR

A supplemental change (SUP) LSR will be required if a CLEC:

- has been asked for clarification on an LNP LSR,
- is requesting a Due Date Change,

- would like to cancel an LSR,
- would like to add/remove telephone numbers for porting on LSR.

If a CLEC is changing the original LSR, a SUP LSR must be filed with BellSouth prior to any contact with NPAC.

Note: SUP LSRs must be sent using the same ordering method as the original LSR (i.e., Fax, EDI, TAG)

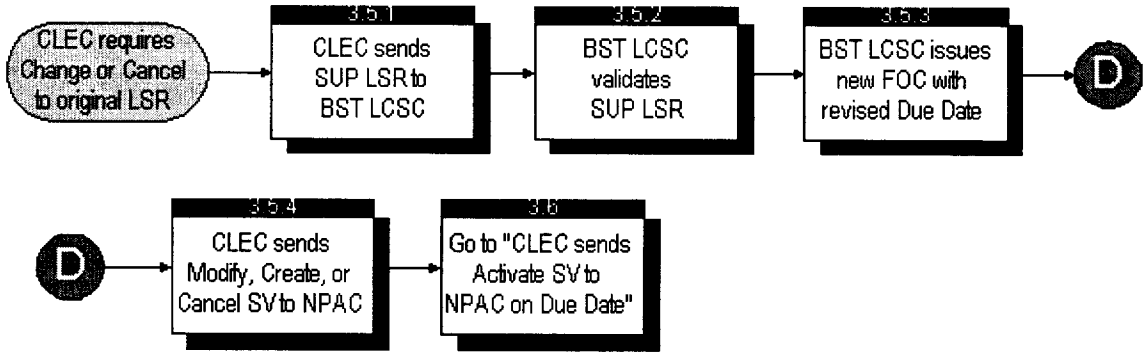


Figure 4 Detailed Supplement (SUP) LSR Process Flow

3.2.1 Supplement (SUP) LSR Change Process

3.5.1

Step	Action
Process Step	**CLEC sends SUP LSR to BST LCSC**
Predecessor	Create and Concur SV received by NPAC for original LSR
Input	Original FOC and LSR; SUP LSR
Output	BST LCSC receives SUP LSR via fax, EDI, or TAG

Step	Action
Key Interface	EDI; TAG; Fax
Notes	SUP LSR must be sent to BellSouth LCSC and revised FOC received by CLEC prior to CLEC sending Modify SV to NPAC. CLEC must complete SUP field and VER field on LSR form.

3.5.2

Step	Action
Process Step	**BST LCSC validates SUP LSR**
Predecessor	CLEC submission of SUP LSR
Input	CLEC SUP LSR
Output	Validated SUP LSR; BellSouth updates internal records with supplemental information on LSR
Key Interface	BellSouth LNP-Gateway

3.5.3

Step	Action
Process Step	
Predecessor	BellSouth receives and validates SUP LSR from CLEC
Input	SUP LSR; original LSR and FOC
Output	BellSouth LCSC updates internal records with new Due Date; new FOC sent to CLEC via fax, EDI, or TAG

Step	Action
Key Interface	BST LNP-Gateway; EDI; TAG; fax
Notes	CLEC must receive FOC prior to sending Modify SV to NPAC Revised Due Date on FOC will be based on the receipt of SUP LSR and the BST Standard Intervals.

3.4

Step	Action
Process Step	**CLEC sends Modify, Create or Cancel SV to NPAC**
Predecessor	CLEC receives revised FOC with new Due Date
Input	SUP LSR; Revised FOC with new Due Date
Output	NPAC receives Modify, Create, or Cancel SV
Key Interface	NPAC - Service Order Administration (SOA)
Notes	If changing the Due Date on LSR, CLEC sends a Modify SV If removing TNs to port from original LSR, CLEC sends a Cancel SV for each TN. If adding TNs for porting, CLEC sends Create SVs for each new TN on the SUP LSR. If canceling the original LSR, CLEC sends Cancel SV to NPAC.

3.6
Go to "CLEC Sends Activate SV to NPAC on Due Date"

4. Requirements for LNP Ordering

4.1 Requirements for LNP Ordering

A telephone number may port out when all of the fllowing are true:

- NPA NXX is portable.
- telephone number is a working number or end user is paying to reserve the number.
- end user name on the LSR matches the BellSouth customer record.
- end user address on the LSR is in the same Toll Message Rate Center (TMRC) as the address on the BellSouth customer record.
- number is associated with a line type that is portable. (Refer to Local Number Portability Rules - Section 4.2 below to determine if service type is portable and if a trigger order is necessary)

The responsibilities for porting out telephone numbers are described in the following table.

Table B The responsibilities for porting out telephone numbers are described in the following table

Work Group	Responsibilities
CLEC	• Send LSR to BellSouth to request number(s) to be ported. • Receives FOC before sending SVs to NPAC. • Provide service to end user. • Notify the NPAC when ready to port the number. • Update E911 information. • Send SUP LSR to change Due Date, Cancel LSR, or modify TN on LSR.
LCSC	• Process LSR and FOC for port out requests. • Issue trigger/port out/listing/loop service orders. • Send and receive NPAC messages.
UNE Center	• Coordinate port out with loop orders with CLEC as needed. • Complete port out with loop orders as needed. **Note:** UNE Center is involved in provisioning only if loop is requested.

4.2 Local Number Portability Rules

The following table may be used to determine if the service type is portable and if a trigger order is required. The existing service or line type is for reference only because the service is not portable. Only the number is ported.

Table C Local Number Portability Rules

Service / Line Type	Portable - w/ LRN	Trigger	Notes
AdWatch	Y	N	The number will no longer work for AdWatch once it is Ported.
Choke Codes	N		Does not involve LRN

Table C Local Number Portability Rules (continued)

Service / Line Type	Portable - w/ LRN	Trigger	Notes
Denied for Non-Pay	Y	N	
DID (Block of 20)	Y	N	To Port a portion of a range will require special assembly.
ESSX / MultiServ	Y	Y	If lines are in a hunting arrangement, see hunting Lines below.
FX / FCO	Y	Y	The number can be ported within the same Toll Message Rate Center (TMRC). The BST designed circuit will be disconnected and the new service provider must establish the service.
Hunting Lines	Y	Y	If not all of the numbers in the hunt group are porting, the numbers porting must be removed from the hunt group the day before the port due date. CLEC can determine Frame Due Time or use BST default of 9:00 PM day before Port.
ISDN	Y	Y	
N11	N		
Out dial trunks	Y	N	
Party Line	Y	N	The number may be ported without loop. The BST service must be disconnected
Remote Call Forwarding / Interim Number Portability	Y	N	
Reserved numbers	Y	N	Only numbers reserved with chargeable USOCs may be ported
RingMaster	Y	N	
Sub-Let	Y	Y	
Surrogate Client Number	Y	N	
Suspend for season	Y	N	
Uniserve	N		

- continued -

Table C Local Number Portability Rules (continued)

Service / Line Type	Portable - w/ LRN	Trigger	Notes
Warm Line	N		
ZipCONNECT	N		

4.3 Required Forms

Required Forms for Port Out

The CLEC submits the following forms to the LCSC to request telephone numbers to Port Out:

- Local Service Request (LSR)
- End User (EU)
- Number Portability (NP) or Loop Service with Number Portability (LSNP)

Conditional Forms for Porting Out

- Directory Listing Request (DLR)

If listings are required, the Directory Listing Request (DLR) will be needed unless the ACT code is **W** . The **W** ACT code is a switch as is for listings and directory delivery requirements. This activity code is only valid when porting out all numbers on an account. Without a **W** ACT code on a full port, all listings are deleted unless the CLEC submits a DLR.

LNP Order Form Matrix

Table D LNP Order Form Matrix

When Ordering:	These Forms Are:				
	LSR	EU	NP	LSNP	DLR
Number Portability	R	R	R	P	C*
Loop Service with Number Portability	R	R	P	R	C*

Form Names:	Form Requirements:
LSR = Local Service Request Form	R=Required
EU = End User Form	P=Prohibited
NP = Number Portability Form	C=Conditional

- continued -

LSNP = Loop Service with Number Portability Form	O=Optional
DLR = Directory Listing Request Form	

* If all the telephone numbers for the Account are converting (Full Migration) and no change is being made to the listing, the DLR is not required. (This requires an ACT code of **W**.) However, if only a portion of the lines on the account are converting (Partial Migration), the DLR should be submitted to request listings. A DLR is **not required** when associated with LNP (Local Number Portability), even for partial migration. However, directory listings or directory delivery will not be established without a DLR.

Required Forms for SUPs

A supplemental change (SUP) LSR will be required if a CLEC:

- has been asked for clarification on an LNP LSR,
- is requesting a Due Date Change,
- would like to cancel an LSR,
- would like to add/remove telephone numbers for porting on LSR.

Use the **LNP Order Matrix Form** above to determine which order forms must be used.

A supplemental change LSR (SUP) should contain complete information and will supersede the original LSR. The SUP must reflect the same PON and CC from the original request. It must also have a higher version number in the VER field. The SUP field must be populated with:

- (1) to Cancel. (Prohibited if CLEC has sent Activate SV to NPAC for any numbers on the LSR)
- (2) for Desired Due Date changes. The new date is specified in the DDD field. If the request is to establish a due date less than the standard interval (from the date the SUP is sent), the EXP field must also be populated.
- (3) for other types of changes. This includes adding or removing porting numbers. Also includes requests for a change in desired due date in conjunction with other changes to a pending order. The standard interval should be used to establish a new due date when adding or removing ported numbers.

EDI, TAG and Fax requests may not be combined for the same PON. If an LSR is submitted via:

- EDI all SUPs for the PON must be sent through EDI.
- Fax all SUPs for the PON must be faxed.
- TAG all SUPs for the PON must be sent through TAG.

4.4 Minimum Required Fields for Faxed LNP Orders

Minimal Required Fields on the Faxed LSR for LNP

Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

4.4.1 LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop)

Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop)

Field Abbreviation	Field Name	Explanation
CCNA	Customer Carrier Name Abbreviation	Refer to CLEC Order Guide 9.1.2.1 **Note:** Required for orders with loop.
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.1.2.2 **Note:** Every new request requires a unique PON number. **Note:** When issuing a SUP, the same PON number on the original LSR should be used; however, the (VER) must be different.
VER	Version Identification	Refer to CLEC Ordering Guide 9.1.2.3 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, the CLEC must populate this field to uniquely distinguish this LSR from any other version. **Note:** If VER is entered, CLEC must also complete SUP field.
SC	Service Center	Refer to CLEC Ordering Guide 9.1.2.7
PG__OF__	Page number / Total pages	Refer to CLEC Ordering Guide 9.1.2.8
D / TSENT	Date and Time Sent	Refer to CLEC Ordering Guide 9.1.2.9

- continued -

Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)

Field Abbreviation	Field Name	Explanation
DDD	Desired Due Date	Refer to CLEC ordering guide 9.1.2.10 **Note:** Reference BST Standard Intervals for LNP when completing this field.
DFDT	Desired Frame Due Time	Refer to CLEC Ordering guide 9.1.2.14
REQTYP	Requisition Type and Status	Refer to CLEC Ordering Guide 9.1.2.17 **Note:** LNP with loop, will always be **BB.** LNP without loop, will always be **CB**
ACT	Activity	Refer to CLEC Ordering Guide 9.1.2.18. **Note:** Will be **V** to indicate conversion to another local service provider or **C** for INP to LNP conversion or **W** for Conversion Listing as Is (LNP Full Migrations Only)
SUP	Supplement Type	Refer to CLEC Ordering Guide 9.1.2.19 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, this field must be populated.
CC	Company Code	Refer to CLEC Ordering Guide 9.1.2.23 **Note:** This code must be the code used for the NPAC and for CLEC Q-accounts. The CC is also known as the four digit OPERATING COMPANY NUMBER (OCN)
ACTL	Access Customer Terminal Location	Refer to CLEC Ordering Guide 9.1.2.30 **Note:** Required for orders with designed loop.
LSO	Local Service Office	Refer to CLEC Ordering Guide 9.1.2.34 **Note:** Required for loop orders or when a directory listing is requested on the end user telephone number which is from a CLEC assigned NPA NXX.

- continued -

Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)

Field Abbreviation	Field Name	Explanation
TOS	Type of Service	Refer to CLEC Ordering Guide 9.1.2.35 **Note:** Identifies type of service (business, residential, or government) for the existing account which is porting out. **Note:** Be sure to use D as the second character for Complex service.
NC	Network Channel	Refer to CLEC Ordering Guide 9.1.2.37 **Note:** Required for loop orders.
NCI	Network Channel Interface	Refer to CLEC Ordering Guide 9.1.2.38 **Note:** Required for designed loop orders.
SECNCI	Secondary Network Channel Interface	Refer to CLEC Ordering Guide 9.1.2.40 **Note:** Required for designed loop orders.
CIC	Carrier Identification Code	Refer to CLEC Ordering Guide 9.1.2.48
CUST	Customer Name	Refer to CLEC Ordering Guide 9.1.2.49
BAN1	Billing Account Number 1	Refer to CLEC Ordering Guide 9.1.2.51
ACNA	Access Customer Name Abbreviation	Refer to CLEC Ordering Guide 9.1.2.54 **Note:** Required for orders with loop.
TE	Tax Exemption	Generated by BST
INIT	Initiator Identification	Refer to CLEC Ordering Guide 9.1.2.69
TEL NO (INIT)	Telephone Number	Refer to CLEC Ordering Guide 9.1.2.70
FAX NO	Initiator Fax Number	Refer to CLEC Ordering Guide 9.1.2.72 **Note:** Required to send FOC via fax
STREET	Initiator Street Address	Refer to CLEC Ordering Guide 9.1.2.73
CITY	City	Refer to CLEC Ordering Guide 9.1.2.76

- continued -

Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)

Field Abbreviation	Field Name	Explanation
STATE	State	Refer to CLEC Ordering Guide 9.1.2.77
ZIPCODE	Zip Code	Refer to CLEC Ordering Guide 9.1.2.78
MPCON	Implementation Contact	Refer to CLEC Ordering Guide 9.1.2.79 **Note:** : Required for orders with loop and for ACT of **V** (indicates conversion to another local service provider)
TEL NO	Telephone Number	Refer to CLEC Ordering Guide 9.1.2.80 **Note:** Required for orders with loop and for ACT of **V** (indicates conversion to another local service provider)
DRC	Design Routing Code	Refer to CLEC Ordering Guide 9.1.2.86 **Note:** Required on orders with non-designed loop when requesting a Loop Make-up.

Critical Fields on LSR

There are certain critical fields on the LSR that cannot be changed once the LSR has been validated. If these fields are to be changed, the first LSR must be canceled and a new LSR issued on a different PON. The critical fields are:

- PON
- CC
- ATN
- AN
- EATN
- EAN
- ACT
- NPT

4.4.2 Faxed End User Information Form Fields

Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders

Table F Minimal Required Fields for Faxed End User Form

Field Abbreviations	Field Name	Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.2.2.1 **Note:** This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.2.2.2 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.2.2.6
NAME	End User Name	Refer to CLEC Ordering Guide 9.2.3.1
SANO*	Service Address House Number	Refer to CLEC Ordering Guide 9.2.3.4
SASN	Service Address Street Name	Refer to CLEC Ordering Guide 9.2.3.7
CITY	City	Refer to CLEC Ordering Guide 9.2.3.14
STATE	State / Province	Refer to CLEC Ordering Guide 9.2.3.15
ZIP CODE	Zip Code	Refer to CLEC Ordering Guide 9.2.3.16

Note: Depending on the address associated with the order, conditional address fields may be required to provide a complete and valid end user location.

Note: The CLEC must advise BellSouth how to handle additional telephone numbers on the end user account. The additional telephone numbers may be associated with features such as:

- Ringmaster
- Surrogate Client MemoryCall
- Flexible Call Forwarding Dial Around (FCPAN)

If these telephone numbers are not porting, use the disconnect section on the End User Form to detail this information.

4.4.3 Faxed Number Portability Form Fields

Faxed Number Portability Form Fields

Note: The PS Form must always be associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

Table G Minimal Required Fields for the Faxed Number Portability Form

Field Abbreviation	Field Name	Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.8.2.1 **Note:** This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.8.2.2 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
NPQTY	Number Portability Quantity	Refer to CLEC Ordering Guide 9.8.2.5
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.8.2.6
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.8.3.1 **Note:** REF NUMs must be unique on each form associated with the LSR. REF NUMs may not be duplicated and are associated with porting numbers, disconnecting numbers, and directory listings.

- continued -

Table G Minimal Required Fields for the Faxed Number Portability Form (continued)

Field Abbreviation	Field Name	Explanation
LNA	Line Activity	Refer to CLEC Ordering Guide 9.8.3.3 **Note:** V= conversion of service to new LSP C= change existing account (e.g. INP to LNP)
PORTED #	Ported Telephone Number	Refer to CLEC Ordering Guide 9.8.3.7
NPT	Number Portability Type	Refer to CLEC Ordering Guide 9.8.3.10 **Note:** D= Local Number Portability

4.4.4 Faxed Loop Service with Number Portability Form Fields

Faxed Loop Service with Number Portability Form Fields

Note: The LSNP form must always be associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form

Field	Abbreviation Field	Name Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.10.2.1 **Note:** This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.10.2.2 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
LQTY	Loop Quantity	Refer to CLEC Ordering Guide 9.10.2.5
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.10.2.6

- continued -

Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form (continued)

Field	Abbreviation Field	Name Explanation
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.10.3.1 **Note:** For LNP, REF NUMs must be unique on each form associated with the LSR. REF NUMs may not be duplicated and are associated with porting numbers, disconnecting numbers, and directory listings.
LNA	Line Activity	Refer to CLEC Ordering Guide 9.10.3.3 **Note:** V= conversion of service to new LSP
SYSTEM ID	System Identification	Refer to CLEC Ordering Guide 9.10.3.8
CABLE ID	Cable Identification	Refer to CLEC Ordering Guide 9.10.3.11 **Note:** Required for port-out with loop orders. **Note:** **Note:** In some wire centers, CFA (Connecting Facility Assignment) may be used instead of cable ID and chain/pair. Refer to CLEC Ordering Guide 9.10.3.9
SHELF		Refer to CLEC Ordering Guide 9.10.3.12
SLOT		Refer to CLEC Ordering Guide 9.10.3.13
RELAY RACK		Refer to CLEC Ordering Guide 9.10.3.14

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Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form (continued)

Field	Abbreviation Field	Name Explanation
CHAN / PAIR	Channel / Pair	Refer to CLEC Ordering Guide 9.10.3.15 **Note:** Identifies the customer's system to be used in a collocation arrangement. Required when the customer has assignment control in a collocation arrangement, otherwise prohibited. **Note:** Required for port-out with loop orders. In some wire centers, CFA (Connecting Facility Assignment) may be used instead of cable ID and chain/pair. Refer to CLEC Ordering Guide 9.10.3.9
PORTED #	Ported Telephone Number	Refer to CLEC Ordering Guide 9.10.3.23
NPT	Number Portability Type	Refer to CLEC Ordering Guide 9.10.3.26 **Note:** D= Local Number Portability

4.5 Complex LNP Orders

Definition of Complex Services

The Local Number Portability (LNP) request is classified as complex if the number(s) being ported out is working on a complex class of service. Requests to port out telephone numbers working on the following types of service are considered complex:

- ESSEX / MultiServ
- Primary Rate ISDN
- Basic Rate ISDN
- Channelized Megalink
- PBX - DID, Inward/Outward/Combination trunks
- Pathlink

4.6 Faxed Loop Service with Number Portability Fields

Faxed Loop Service with Number Portability Fields

Note: The LSNP form must always ber associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

Field	Abbreviation Field	Name Explanantion
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.10.2.1 **Note:** This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.10.2.2 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, this enbtry must be identical to VER entry on the SUP LSR.
LQTY	Loop Quantity	Refer to CLEC Ordering Guide 9.10.2.5
PG_OF_	Page Number/Total Pages	Refer to CLEC Ordering Guide 9.10.2.6
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.10.3.1 **Note:** For LNP, REF Nums must be unique on each form associated with porting numbers, and directory listings.
LNA	Line Activity	Refer to CLEC Ordering Guide 9.10.3.3 **Note:** V= conversion of service to new LSP N= new loop
System ID	System Identification	Refer to CLEC Ordering Guide 9.10.3.8

4.7 Project Managed LNP Orders and Standard Intervals

Note: For information on project management and due date inetrvals, refer to BellSouth Products and Services Interval Guide Interconnection Services @ http:// interconnection.bellsouth.com/guides/guides_html

5. Critical Success Factors for LNP Ordering

5.1 Pre-Order Information

1. CLEC can proactively check the following points in the LSR before submitting via fax, EDI, or TAG.
   a. Customer address is RSAG valid and within the rate center;
   b. NPA-NXX is marked portable in the LERG;
   c. TNs on LSR match TNs on end user account;
   d. Due Date intervals are based on BellSouth Standard Intervals.
2. CLEC must have a Q-account for each OCN registered with NPAC and stated on LSR. All new OCNs registered with NPAC should be updated with BellSouth and a Q-account should be established.
3. CLEC should use correct OCN. OCN used at NPAC must match OCN used in CC field on CSR and OCN for Q account in BAN field.
4. CLEC must obtain end-user authorization to request LNP before submitting LNP LSR.

5.2 LSR Order Forms for LNP

1. CLEC should complete all required fields. Refer to Section 4.2, Minimum Required Fields, in this Guide.
2. CLEC should provide previously unassigned PON on LSR.
3. If CLEC is porting on any day other than the Due Date stated on the FOC, the CLEC should send BellSouth a SUP LSR prior to the Due Date stated on the LSR. BellSouth will then send a revised FOC with the new due date to the CLEC.
4. Per the BellSouth Ordering Guide for CLECs, a REF NUM may not be duplicated on an individual PON. **REF NUMs are associated with:**
   - porting numbers
   - disconnecting numbers
   - directory listings

     Example: If a REF NUM is used on the Directory Listing Request form, it may not be repeated on the Number Portability/Loop form or the End User Disconnect form.
   - PONs containing duplicate REF NUMs are placed in clarification.
5. The CLEC must advise BellSouth how to handle additional telephone numbers on the end user account. The additional telephone numbers may be associated with features such as:
   - Ringmaster
   - Surrogate Client MemoryCall
   - Flexible Call Forwarding Dial Around

If these telephone numbers are not porting, use the disconnect section on the End User Form to detail this information.

6. For all LNP orders, the LSR must provide the initiator's fax number in the FAX NO field, even for EDI or TAG LSRs.
7. CLEC should provide accurate cable & pair information for loop orders to avoid provisioning delays.
8. An LSR must contain numbers on one CSR. An LSR must be sent for each CSR..

5.3 Supplemental LSRs

1. If CLEC intends to port on any day other than the Due Date stated on the FOC, the CLEC should send BellSouth a SUP LSR prior to the due date originally stated on the FOC.
2. A supplemental change LSR (SUP) must reflect the same PON, CC, ATN, AN, EATN, EAN, ACT, and NPT as the original request.
3. SUP must also have a higher VER number and SUP field entry complete
4. EDI/TAG vs. FAX: EDI or TAG and Fax requests may not be combined for the same PON. If an LSR is submitted via:
   - EDI all SUPs for the PON must be sent through EDI.
   - TAG all SUPs for the PON must be sent through TAG.
   - Fax all SUPs for the PON must be faxed.

   Example: The original LSR is sent via EDI and then placed in clarification by the LCSC. CLEC must send a SUP through EDI to change or cancel the request.

5.4 Clarifications

1. The CLEC has 10 business days to respond to the request for clarification by submitting a supplemental LSR.
2. If no response is received by BellSouth LCSC within 10 business days, the LSR will be canceled on the eleventh business day.
3. If original LSR is canceled by BellSouth, a new LSR with new PON must be submitted.
4. CLEC should not send Create SV to NPAC until an FOC has been received.
5. BellSouth will place SVs in Conflict if CLEC sends Create before FOC is received.

5.5 Standard Intervals

1. CLEC should review BellSouth Standard Interval Guide prior to submitting LSR.
2. The minimum Due Date for port-out is five business days after the FOC receipt date. The first TN ported in an NPA-NXX is no earlier than five business days after FOC receipt date.

5.6 NPAC Communication

1. CLEC must receive FOC from BellSouth prior to sending any NPAC SV messages (Create or Modify).
2. The CLEC should send the Create SV immediately upon receipt of FOC.
3. The Due Date on the Create SV sent to NPAC by the CLEC must match Due Date on FOC sent by BellSouth
4. The Due Time on the Create SV must be set to 00:00.
5. CLEC should send Activate SV to NPAC on FOC due date.
6. BellSouth LCSC does not issue the Disconnect service order until notification of CLEC Activate SV is received from NPAC for all TNs on the LSR. This is done to avoid disruption to end-user service.
7. For any change in the Due Date to port numbers, to cancel port, or to add/remove telephone numbers, a SUP LSR must be sent to BellSouth LCSC and CLEC must receive revised FOC prior to sending a Modify message to NPAC.

5.7 E911 Lock Down

1. CLEC must send Activate SV to NPAC before BellSouth LCSC will issue the Disconnect.
2. BellSouth will not send the Unlock Message until Disconnect service order is complete.
3. If CLEC Migrate message reaches SCC before BellSouth's Unlock Message, the CLEC Migrate message will be shown on an error report which is sent to CLECs daily. CLEC must be sure they have sent Activate SVs to NPAC for all TNs which appear on error reports from SCC. (Refer to Section 7.2 of this guide for more details)
4. CLEC and BellSouth should send Migrate and Unlock messages to SCC with the same due date as the Activate SV to NPAC.

6. System Interfaces

6.1 Interface Options for Order Submission

Ordering Options for LSRs

The CLEC must send the Local Service Request (LSRs) for Local Number Portability or Loop Service with Number Portability to the BellSouth LCSC for processing. The request may be faxed or sent electronically through Electronic Data Interchange (EDI) or Telecommunication Access Gateway (TAG).

If the LSR is received electronically, the FOC is sent to the CLEC automatically through EDI or TAG. The CLEC also receives completion notices through EDI or TAG once the service orders are complete. EDI, TAG and Fax requests may not be combined on the same PON. If an LSR is originally submitted via EDI, then all SUPS for this PON must be sent through EDI.

For further information on EDI, refer to **BellSouth Ordering Guide for CLECs**, Section 6.2.1 on Electronic Data Interchange. (EDI)

6.2 System Interface Descriptions

Local Exchange Navigational System (LENS)

Step	Action
Description	Front-end GUI application which provides pre-ordering support for LNP orders using the Inquiry function.
Inputs	Customer address, customer information
Outputs	RSAG Address Validation Service availability for a particular NPA NXX Customer record information
Notes	LNP LSRs can not be submitted via LENS.

PON Order Status via the Web

Step	Action
Description	Supports on-line viewing of faxed LSR order status.
Inputs	Faxed LSRs
Outputs	CLEC-specific LSR status by PON
Notes	For faxed LSRs

Fax

Step	Action
Description	Supports the transmission of manual CLEC orders.
Inputs	Paper LSR
Outputs	Clarifications; FOCs
Notes	Clarifications and FOCs for faxed LSRs are sent via fax. SUP LSRs for faxed LSRs must be submitted via fax. EDI, TAG and faxed requests may not be combined on the same PON.

Electronic Date Interchange (EDI)

Step	Action
Description	Supports the CLEC transmission of orders to BellSouth, and the acknowledgment of receipt of orders to CLEC by BellSouth.
Inputs	Digital LSR
Outputs	Clarifications; Rejects, FOCs, Pending Order Statuses, Completion Notices

Telecommunications Access Gateway (TAG)

Step	Action
Description	Supports the CLEC transmission of orders to BellSouth, and the acknowledgment of receipt of orders to CLEC by BellSouth. CLEC has access to ordering and pre-ordering functionality via TAG.
Inputs	Digital LSR
Outputs	Clarifications; Rejects, FOCs, Pending Order Statuses, Completion Notices

BellSouth LNP Gateway

Step	Action
Description	Supports both internal and external communications with various interfaces and processes, including NPAC (SOA & SMS), EDI, and TAG.
Inputs	· LNP LSRs, NPAC messages, EDI and TAG orders
Outputs	Rejects; Clarifications; FOCs NPAC concurrence messages Service orders to provisioning

NPAC

Step	Action
Description	NPAC is the third party organization that oversees the porting of telephone numbers for Local Number Portability.
Inputs	CLEC and BellSouth subscription versions.
Outputs	CLEC and BellSouth subscription versions.

Note: Interface descriptions are specific to LNP orders only.

7. Frequently Asked Questions

7.1 General

1. 1. What should be done if it is determined that some numbers sent on an LSR are not to be ported?

A sup should be sent immediately to delete the telephone numbers from the NP or LSNP form if they are not porting. The account will not be disconnected until all telephone numbers on the NP or LSNP form have been ported.

2. 2. How is a CLEC LSR validated?

The validation process includes the following steps to ensure that the requested number(s) may be ported out.

Step	Action
1	Are the porting number(s) on the LSR working number(s) on the CSR (or customer is paying to reserve the numbers)? If yes, go to step 2. If no, go to step 7.
2	Does the end user name on the LSR match the listed name and/or billing name on the CSR? If yes, go to step 3. If no, go to step 7.
3	Are the telephone number(s) on the LSR associated with a line type that is portable? Refer to Local Number Portability Rules (Section 4.2 of this guide). If yes, go to step 4. If no, go to step 7.
4	Does the service address information on the LSR match the LA or SA on the CSR? If yes, go to step 6. If no, go to step 5. **Note:** If the line type on the existing end user service is FX/FCO, go to step 5.
5	Is the Toll Message Rate Center (TMRC) for the porting number(s) shown on the LSR the same as the TMRC for the address shown on the LSR? If yes, go to step 6. If no, go to step 7.
6	Is LNP available for the NPA NXX at this time? If yes, go to step 8. If no, go to step 7.
7	Send CLEC Clarification request and wait for receipt of SUP LSR.
8	Proceed with Service Order Issuance Process.

3. What CLEC actions would cause an LNP request to fall out of the order process at BellSouth?

Some reasons for an LSR to fall out of the order process are:

- CLEC sent a create SV before receiving an FOC. BellSouth will put SV in Conflict with NPAC

- CLEC sent a create on the wrong TN
- CLEC sent create with due date different than FOC due date
- CLEC sent create with time other than 00:00
- CLEC ported number before or after Due Date on the FOC

If the CLEC LSR has fallen out of the order process, BellSouth will not be able to automatically send Concur SV to the CLEC Create SV.

- 4. What CLEC actions should be taken if the end user is continuing to receive a bill from BST after the account is ported out?
- CLEC should verify that the activate SV has been sent on all telephone numbers provided on the LSR. If yes, refer the account to the LCSC for investigation. If no, send the activate SV to the NPAC.

7.2 Ordering Options

1. In what form should a CLEC expect to receive an FOC, Clarification, or Reject response?
   - If an order was sent via EDI, the response will be sent via EDI.
   - If an order was send via TAG, the response will be sent via TAG
   - If an order was send via fax, the response will be sent via fax.
2. Why can't the status of an LSR submitted via EDI be viewed in the PON Status Reports which are available on-line?

The PON Status Reports are for orders which were submitted via fax. Status for orders submitted via EDI/TAG are received via EDI/TAG.

7.3 LSR Error Notices

1. What types of errors would require clarification?

Some examples of errors for which BellSouth will request clarification:

- Some numbers on an account are being ported, but information/instruction has not been provided on **ALL** numbers listed on the account (i.e., Ringmaster; Surrogate Client MemoryCall; Flexible Call Forwarding Dial Around (FCPAN))
- REF NUM are duplicated on the LSR
- LSR does not contain the minimum required fields
- Duplicate PON
- Data was entered into a prohibited field
- Busy cable & pair
- Incorrect address
- End user & central office are not in same wire center (may be wrong ACTL)
- Invalid ACT
- Invalid Q-account

- TN listed is not a working BellSouth TN
- Listing 2 numbers to port from two different CSRs on one LSR

2. Why would the CLEC receive error reports from SCC, Manager of the E911 database?

If the CLEC sends the Migrate message to the SCC to lock E911 prior to SCC receiving BellSouth's Unlock message, the CLEC Migrate message will be placed on an error report (755) which is distributed daily to CLECs from SCC. SCC will mechanically process the Migrate/Unlock record match for 7 days for all 755 error messages. After 7 days the record will move to a 760 error file. SCC will manually continue to look for the record match there.

CLEC should be sure that the Activate SV has been sent to NPAC for the Migrate messages which appear on the 755 or 760 error reports.

7.4 Due Dates

1. What are the key steps to changing the Due Date for a previously submitted LNP LSR?

The most important part of a Due Date change is submitting a SUP LSR to the BellSouth LCSC and receipt of a revised FOC prior to sending the Modify SV to NPAC. If the Modify SV is sent to NPAC prior to receipt of the revised FOC from BellSouth, the LSR will fall out of the order process at BellSouth. Due Date changes should be requested prior to the due date and not later than the due date originally stated.

2. Why does the FOC have a Due Date which is different than the Desired Due Date?

If the Desired Due Date on the original LSR did not adhere to BellSouth Standard Intervals for LNP orders, then the Due Date on the FOC would reflect the appropriate interval. Refer to BellSouth Standard Interval Guide for more details.

3. Why does the CLEC have to send the Activate SV on the Due Date?

If the CLEC sends the Activate SV before or after the Due Date on the FOC, end user service could be impacted.

7.5 NPAC Communication

1. What does it mean when a CLEC receives an SV with Authorization set to NO (Conflict) from NPAC?

This SV indicates that the CLEC sent a Create SV to NPAC prior to receipt of an FOC for the TN. CLEC should check for receipt of an FOC for the TN.

2. Why can't the CLEC send the Create SV to NPAC prior to receiving an FOC from BellSouth?

If the CLEC sends the Create SV to NPAC prior to receiving an FOC from BellSouth, BellSouth will send SV with Authorization set to NO (Conflict) to NPAC. CLEC should follow industry flow for successful porting.

3. How does CLEC know BellSouth is ready to port number?

CLEC should complete the following steps at least the day before the due date:

- verify FOC was received
- verify FOC due date
- verify SV is Pending with Concurrence for all TNs on LSR

- verify SV due date is same as FOC due date for all TNs on LSR

4. What happens if the NPAC telephone number disconnect option is used after sending the activate (number ported) message?

The telephone number and not the end user is returned to BellSouth. The CLEC must arrange to provide service for the end user because upon receipt of the Activate SV, BST will proceed with the disconnect order.

8. LNP Ordering Checklist

8.1 LNP Ordering Checklist

1. **Pre- Submission: The LSR Form for LNP**

Has the pre-order information been validated? CLECs may access pre-order support using a web browser and the LENS interface. Use the Inquiry function to confirm the accuracy of the following information:

- TNs on LSR match TNs on CSR
- LSR address is RSAG valid

2. Have you included/checked the following items:
   - Previously unassigned PON on LSR
   - Unique REF NUMs on all associated forms for LSR
   - Minimum required fields are complete
3. Is there a Q-account for each OCN registered at the NPAC and stated on the LSR in the CC field?
4. Were BellSouth Standard Due Date Intervals followed when assigning the Desired Due Date? (Refer to BellSouth Products and Services Interval Guide.)
5. **NPAC Communication**

Do not send NPAC messages (e.g., Create or Modify) prior to receipt of FOC. (For original LSR or SUP LSR)

6. The Create SV should be sent immediately upon receipt of FOC by the CLEC for all TNs on the LSR.
7. Does the Due Date on Create message must match Due Date on FOC sent by BST?
8. For any change in the Due Date to port numbers, a SUP LSR must be sent to BellSouth LCSC prior to sending a Modify message to NPAC. Any other changes, such as Cancellations, also require a SUP LSR.
9. Does the Due Time have setting of 00:00?
10. **E911 Lockdown**

The Migrate message to lock records at an E911 SCC should be sent after the Activate message is sent to NPAC.

Note: This list is not all inclusive, but highlights the actions which would most contribute to the submission of a valid LSR.

9. Glossary of LNP Terms

9.1 Glossary of LNP Terms

Advanced Intelligent Network (AIN)	Evolving, service-independent network architecture that provides important new capabilities for rapid creation of customized telecommunications services. AIN offers one way for a network element to query a central database to obtain local number portability routing information.
BST	Acronym used to indicate BellSouth.
Central Office (CO)	An environmentally controlled space in which a telecommunications network switching system and other associated operating systems are installed.
Central Office Exchange (CENTREX)	A telephone service offered by LSPs that provides the end-user with advanced features and services from the LSPs EO
Clarification	Requested by BellSouth LCSC when an CLEC LSR contains incomplete or inaccurate information which requires further documentation from the CLEC to allow order processing to continue.
Competitive Local Exchange Carrier (CLEC)	A new entrant into a market where there is already an incumbent LEC (ILEC) providing local phone service.
Conflict	An SV status which indicates that an error has occurred in the ordering process which will require further CLEC action for BellSouth to resume order processing. For example, BST will place SV in conflict if CLEC sends a Create SV before an FOC has been issued.
Directory Number (DN)	An end-user's telephone number, also known as a TN. In its most restrictive definition, an end-user number which is listed in a directory or with directory assistance.
Donor Switch	Switch/Office/Exchange Refers to the local switch from which an end-user was served, prior to changing SPs.

End Office (EO)	A switching system used to provide local service for a local telephone company; also known as a central office. End offices are typically equipped with both line and trunk terminations.
Fall-Out	Human eyes are needed to review the order, e.g. with a partial migration.
Fatal Reject	A type of error which suggests that the minimal requirements of an LSR were not fulfilled. For example, a missing required field or a duplicate PON. A Fatal Reject will not allow the CLEC order to be processed further by the BellSouth LCSC.
Federal Communications Commission (FCC)	Congressionally credited governmental agency with the responsibility to direct the U.S. national and international telecommunications regulatory environment.
Firm Order Confirmation (FOC)	Verification/acknowledgment from one SP to another of receipt of a valid Local Service Request (LSR)
Incumbent Local Exchange Carrier (ILEC)	Typically, the RBOC or independent who services local end-users (prior to a market opening up to local competition)
Intelligent Network (IN)	Hardware and software platform used to provide enhanced voice, video and data services. IN offers one way for a network element to query a central database to obtain local number portability routing information.
Inter-Exchange Carrier (IXC)	A carrier that provides connections between LATAs, between serving areas, and between LATAs and serving areas where the calling or called end-user is located in the United States.
Interim Number Portability (INP)	A temporary solution for porting telephone numbers that routes calls to the CLEC wire center using: • Remote Call Forwarding (RCF) • Direct Inward Dialing (DID) • Route Index Hubbing (RTI)
Local Exchange Carrier (LEC)	A company that provides local telephone service. LECs also include independent local telephone companies.

Local Exchange Routing Guide (LERG)	Bellcore administered Network Routing and V&H Coordinate information for U.S. Telecommunications Industry and others.
Local Number Portability (LNP)	Provides end users with the ability to retain their numbers when they change their local service provider.
Local Number Portability Gateway (LNP GW)	A BellSouth System created to support LNP that: • includes desktop application for LCSC Service Representatives. • is used to process LNP LSR's on-line. • communicates with the NPAC. • interfaces with the AIN database to update call routing information.
Local Service Management System (LSMS)	The LSP owned network database which holds downloaded ported number information.
Local Service Provider (LSP)	A company that provides basic local telephone service.
Location Routing Number (LRN)	A routing code that is: • unique • 10 digits • identifies the switch in which a ported number resides. LRN utilizes AIN triggers, SS7 signaling, and unique 10-digit code for switch identification.
Lockheed-Martin IMS (LM-IMS)	The neutral third-party administrator for the LNP database NPAC.
New Service Provider (NSP)	Subscribers selection of exchange carrier that will be providing dial tone. This will usually be the exchange carrier that is not the default SP for the NPA NXX. This would be the recipient switch for the porting of a number when the end-user is being ported. When the end-user is changing from ported to non-ported the NSP would be the donor switch.
Non-Portable Number	Numbers are those that have not been designated as ported exchanges or portable capabilities in the LERG.
North American Numbering Council (NANC)	FCC -mandated task force assigned to oversee NPAC and NANP administration for the U.S. telecommunications industry.

North American Numbering Plan (NANP)	A plan for the allocation of unique 10 digit address numbers. The numbers consist of a 3 digit area (numbering plan area) code, a 3 digit office code, and a 4 digit line number. The plan also extends to format variations (e.g., 3 digit and 7 digit address), prefixes (e.g., 1, 0, 01 and 011), and special code applications (e.g., Service Access Codes).
Number Portability Administration Center (NPAC)	A neutral third party vendor contracted by BellSouth and the CLEC's to: • maintain the master database for LNP. • coordinate the flow of information between service providers.
Numbering Plan Area (NPA)	A defined geographic area identified by a unique three digit code used in the North American Numbering Plan Area.
NXX	End Office Code A three digit code used to identify a central office exchange. However, in a portable environment the last 4 digits or the 7-digit telephone number may not always reside in the central office exchange to which the NXX was natively assigned.
Plain Old Telephone Service (POTS)	Basic residence or business telephone service which provides users with simple telephone features or service.
Port In	A term used with Local Number Portability to indicate that a customer is changing his facility based local service provider from a CLEC to BellSouth and wishes to keep his same telephone number.
Port Out	A term used with Local Number Portability to indicate that a BellSouth customer is taking his telephone number with him to another facility based local service provider.
Portability	The ability of the user to change local telephone companies, location and/or service without changing the telephone number.

Portable Number	Those numbers within an exchange that have portable capabilities and are assigned to a designated portable exchange. These are the numbers that are assigned to the designated default switch and have not been ported to another LSP. These numbers are commonly identified as working on the "Donor" switch. Portable numbers are all numbers in an NXX where portability is allowed. Numbers will be declared portable on an NXX basis.
Ported Number	Those that have been assigned to other LSPs providing recipient switch access for Portable exchanges. This is commonly termed as the numbers assigned to the "Recipient" switches. The "Recipient" switch is not the default switch in the SCP. Ported numbers are the subset of portable numbers that have actually been moved from the LERG based switch (donor) to another switch (recipient).
Private Branch Exchange (PBX)	System typically installed in a business that serves as the central telephone system for that business and which may provide certain enhanced services for that business.
Recipient Switch	Switch/Office/Exchange — Refers to local end office switch to which an end-user is served, after changing SPs.
Remote Call Forwarding (RCF)	LNP deployment model generally viewed as an interim solution. For customers changing their local telephone company and wanting to keep their phone number, routes all incoming calls to the old company switch first. Then the calls are forwarded to a new phone
SCC	Neutral third party responsible for the E911 database administration. (SCC is not an abbreviation.)
Service Management System (SMS)	Computer facility permitting access to records contained in the number portability database. Receives Number Ported messages from NPAC.
Service Order Administration (SOA)	Interface to the NPAC for porting end-user TNs. Receives create and sends concurrence SVs.
Service Provider (SP)	A company that provides telephone service.
Subscription Version (SV)	A message that flows through the NPAC to provide information regarding LNP.

Telecommunications Access Gateway (TAG)	TAG is a transaction based messaging system with data translation. TAG provides a by-directional flow of information between the CLEC and BellSouth, and gives the CLEC access to pre-ordering and ordering functionality.
Toll Message Rate Center (TMRC)	A uniquely defined geographic area: • created to allow for the proper rating of toll and message charges. • appears in LERG for a wire center/switch.
Trigger Order	6-Digit Trigger – identifies NPA XXX that is portable and causes querying. 10-Digit Trigger – end-users' telephone number. This trigger causes look up process so when the 10-digit trigger is dialed the call is routed through AIN to the SS7 database. **Note:** "Trigger" is not available for all service types.

BELLSOUTH/AT&T RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	TN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)		
RCF, per number ported (Business Line), 10 paths	TNPBL	
RCF, per number ported (Residence Line), 6 paths	TNPRL	
RCF, per number ported (Business Line)	TNPBL	
NRC	TNPBL	
NRC - Disconnect Charge	TNPBL	
RCF, per number ported (Residence Line)	TNPRL	
NRC	TNPRL	
NRC - Disconnect Charge	TNPRL	
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD	
NRC - 1st	TNP++	
NRC - Add'l	TNP++	
NRC - Disconnect - 1st	TNP++	
NRC - Disconnect - Add'l	TNP++	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID		
DID per number ported, Residence - NRC	TNPDR	
DID per number ported, Residence - NRC - Disconnect	TNPDR	
DID per number ported, Business - NRC	TNPDB	
DID per number ported, Business - NRC - Disconnect	TNPDB	
DID per service order, per location		
NRC - 1st	TNPRD	
NRC - Add'l	TNPRD	
NRC - Disconnect - 1st	TNPRD	
NRC - Disconnect - Add'l	TNPRD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	
DID, per trunk termination, Initial	TNPT2	
DID, per trunk termination, Initial - NRC	TNPT2	
DID, per trunk termination, Initial - Disconnect	TNPT2	
DID, per trunk termination, Subsequent	TNPT2	
DID, per trunk termination, Subsequent - NRC	TNPT2	
DID, per trunk termination, Subsequent - Disconnect	TNPT2	

NOTES:

Awating rates from final TRA order+C22

Exhibit C

Electronic Interfaces Rates

BellSouth has developed and made available the following mechanized systems by which AT&T may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an electronic interface ordering charge as specified in the table below. Such charges will not be refunded if the order is canceled. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

Electronic Interfaces	
LSR charge, per LSR received from AT&T by one of the electronic interactive interfaces	N/A Costs are recovered in recurring costs UNEs
Incremental charge per LSR received from AT&T by means other than one of the electronic interface interactive interfaces	See Attachment 2, Exhibit A, incorporated herein by reference

Denial/Restoral Electronic Interface Charge

In the event AT&T provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

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

Network Elements and Other Services Manual Additive

The Commission in Georgia has ordered incremental manual non-recurring charges (NRC) for network elements and other services ordered by means other than one of the interactive interfaces. These ordered network elements and other services manual additive NRCs will apply.

BELLSOUTH/AT&T RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	TN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1 & 2)		
RCF, per number ported (Business Line), 10 paths	TNPBL	
RCF, per number ported (Residence Line), 6 paths	TNPRL	
RCF, per number ported (Business Line)	TNPBL	
NRC	TNPBL	
NRC - Disconnect Charge	TNPBL	
RCF, per number ported (Residence Line)	TNPRL	
NRC	TNPRL	
NRC - Disconnect Charge	TNPRL	
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD	
NRC - 1st	TNP++	
NRC - Add'l	TNP++	
NRC - Disconnect - 1st	TNP++	
NRC - Disconnect - Add'l	TNP++	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID		
DID per number ported, Residence - NRC	TNPDR	
DID per number ported, Residence - NRC - Disconnect	TNPDR	
DID per number ported, Business - NRC	TNPDB	
DID per number ported, Business - NRC - Disconnect	TNPDB	
DID per service order, per location		
NRC - 1st	TNPRD	
NRC - Add'l	TNPRD	
NRC - Disconnect - 1st	TNPRD	
NRC - Disconnect - Add'l	TNPRD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	
DID, per trunk termination, Initial	TNPT2	
DID, per trunk termination, Initial - NRC	TNPT2	
DID, per trunk termination, Initial - Disconnect	TNPT2	
DID, per trunk termination, Subsequent	TNPT2	
DID, per trunk termination, Subsequent - NRC	TNPT2	
DID, per trunk termination, Subsequent - Disconnect	TNPT2	

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

1 No rates are shown for TN. The Parties agree to insert final rates adopted by the TRA in Docket No. 97-01262

ATTACHMENT 6

CONNECTIVITY BILLING AND RECORDING

ATTACHMENT 6

CONNECTIVITY BILLING AND RECORDING

TABLE OF CONTENTS

1.	**CONNECTIVITY BILLING AND RECORDING**	2
1.1	**General**	2
1.2	**Billable Information and Charges**	2
1.3	**Meet Point Billing**	5
1.4	**Collocation**	7
1.5	**Right-of-Way**	7
1.6	**Information Services**	7
1.7	**Local Number Portability**	7
1.8	**Issuance of Bills - General**	7
1.9	**Electronic Transmissions**	9
1.10	**Tape or Paper Transmissions**	10
1.11	**Testing Requirements**	17
1.12	**Additional Requirements**	17
1.13	**Bill Accuracy Certification**	18
1.14	**Payment Of Charges**	18
1.15	**Billing Disputes**	19
1.16	**Late Payment Charges**	20
1.17	**Discontinuance of Service**	20
1.18	**Adjustments**	22
1.19	**Revenue Protection**	22
2.	**PROVISION OF CUSTOMER USAGE DATA**	23~~22~~
2.1	**Introduction**	23~~22~~
3.	**Local Account Maintenance**	23

Exhibit A	Line Information Database
Exhibit B	RAO Hosting
Exhibit C	Optional Daily Usage File
Exhibit D	Enhanced Optional Daily Usage File
Exhibit E	Access Daily Usage File
Exhibit F	Rates for Usage Data

1. CONNECTIVITY BILLING AND RECORDING

1.1 General

1.1.1 This Section describes the requirements for BellSouth to bill and record all charges AT&T incurs for purchasing: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to AT&T's network; (c) certain unbundled Network Elements and certain combinations of such unbundled Network Elements (Network Elements and Combinations) (resale, interconnection, Network Elements and Combinations shall collectively be referred to as "Billed Services"); and to provide Meet Point Billing and Mutual Compensation.

1.1.2 After receiving certification as a local exchange company from the appropriate regulatory agency, AT&T will provide the appropriate BellSouth service center the necessary documentation in order for BellSouth to establish service for AT&T.

1.1.3 Prior to submitting orders to BellSouth for local service, a master account must be established for AT&T. AT&T is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

1.1.4 Payment of all charges will be the responsibility of AT&T. AT&T shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by AT&T from AT&T's end user. BellSouth will not become involved in billing disputes that may arise between AT&T and its end user. Payments made to BellSouth, as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.1.5 Upon proof of tax exempt certification from AT&T, the total amount billed to AT&T will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. AT&T will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to AT&T's end user.

1.1.6 BellSouth will not perform billing and collection services for AT&T as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

1.2 Billable Information and Charges

1.2.1 BellSouth will bill and record in accordance with this Agreement those charges AT&T incurs as a result of AT&T's purchasing Billed Services from BellSouth. BellSouth will bill charges for Billed Services through Carriers Access Billing System (CABS) or in the CABS format. BellSouth will format all bills in CBOS Standard or CRIS/CLUB format, depending on the type of service ordered, and will include sufficient bill detail to identify the particular services ordered. For those Billed Services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.2.2 BellSouth shall provide AT&T a monthly bill that includes all charges incurred by and credits and/or adjustments due to AT&T for those Billed Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to AT&T shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date, except for detail usage for resold services which could extend beyond the current bill date, which are: per use per unit vertical services, directory services, operator charges, IntraLATA toll and optional calling plans, excluding Watsaver® Service; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments. Each bill shall set forth the quantity and description of each such Billed Services billed to AT&T. All charges billed to AT&T must indicate the state from which such charges were incurred except in cross boundary state situations. A listing of cross boundary exchanges has been provided to AT&T.

DISAGREE

AT&T PROPOSAL

1.2.3 **The Bill Date, as defined herein, must be present on each bil transmitted by BellSouth to AT&T and must be a valid calendar date. Bills shall not be redered for any charges that are incurred earlier than one year from the Bill Date or as stated in any billing supplier quality certification operation agreement. In addition, on each bill where "Jurisdiction" is identified, local charges shall be indentified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. BellSouth will provide from and through dates for charges rendered on all bills. In addition, BellSouth will separately identify business charges from residence charges, as appropriate.**

BST PROPOSAL

1.2.3 **The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to AT&T and must be a valid calendar date. Bills shall not e rendered for any charges which are incurred after the applicable statute of limitations has run or as staed in any Access Billing Supplier Quality Certification Operation Agreement. Until an Access Billing Supplier Quality Certification Operation Agreement is developed, the statute of limitations will apply. In addition, on each bill where "Jurisdiction" is identified, local charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. BellSouth will provide from and through dates for charges rendered on all bills. In addition, BellSouth will separately identify business charges from residence charges, as appropriate.**

1.2.4 Charges for Billed Services shall be in conversation seconds for those services that are billed based on conversation time. For resold services, charges will be billed in accordance with retail billing standards. For other than resold services, the total seconds per chargeable rate element per end office will be totaled and rounded to the nearest whole minute. The incremental seconds per chargeable rate element per end office will be totaled and rounded to the next whole minute. Self-reporting factors such as PLU and PIU will be used to determine jurisdiction of unidentifiable traffic.

1.2.5 Billing Account Numbers ("BANS") will be established in accordance with BellSouth billing policy and OBF standards. The BellSouth billing policy in effect at the time this Agreement is signed will govern the billing account structure during the term of this Agreement. BellSouth will provide such policy to AT&T at such time. Changes to the BellSouth billing policy will be co-ordinated with AT&T and the AT&T Account Team to ensure that AT&T will not be adversely impacted by such changes. AT&T may request that certain categories of charges be included in separate bills which are to be sent to different billing addresses. AT&T will submit such request through the Bona Fide Request/New Business Request ("BFR/NBR") process set forth in Attachment 10 of this Agreement, incorporated herein by this reference.

1.2.6 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 6. Billing questions subsequent to implementation will be directed to the appropriate BellSouth billing specialist.

1.3 Meet Point Billing

1.3.1 Where appropriate, AT&T and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will individually and collectively maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

1.3.2 AT&T and BellSouth will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that portion of the jointly provided switched exchange access service provided by AT&T or BellSouth.

1.3.3 BellSouth shall provide to AT&T the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of AT&T's network in an AT&T/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to AT&T in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of AT&T's network in an AT&T/BellSouth MPB arrangement, and for whom BellSouth must supply to AT&T MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to AT&T for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and AT&T.

1.3.4 BellSouth and AT&T agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges. BellSouth and AT&T agree that in a MPB arrangement, where transport is jointly provided, and/or the tandem is owned by one Party and the end office is owned

by the other Party, charges will be billed using tariff rates and in accordance to MECAB guidelines.

1.3.5 BellSouth and AT&T will record and transmit switched exchange access service records in accordance with the MECAB standards. Such data shall be transmitted to the other Party within ten (10) days of its recording. BellSouth and AT&T will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

1.3.6 If MPB data is not processed and delivered by either BellSouth or AT&T and sent to the other Party within ten (10) days of its recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.

1.3.7 If MPB data is not submitted within ten (10) days of its recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.

1.3.8 Errors in MPB data exchanged by the Parties may be discovered by AT&T, BellSouth or the billable IXC. Both AT&T and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to incorrectable errors or otherwise, the Parties shall follow the procedures set forth in Section 1.15 of this Attachment 6.

1.3.9 Both Parties will provide the other a single point of contact to handle any MPB questions.

1.3.10 MPB will apply for all traffic bearing the 500, 700, 900, 8YY or any other non-geographic NPA which may be likewise designated for such traffic in the future.

1.4 Collocation

1.4.1 When AT&T collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to AT&T pursuant to this Attachment 6. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by AT&T for payment. All other non-capital recurring collocation expenses shall be billed to AT&T in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

1.5 Right-of-Way

1.5.1 Billing for right-of-way, poles and conduits will be addressed in Attachment 8 of this Agreement, incorporated herein by this reference.

1.6 Information Services

1.6.1 The transport for 976 calls will be billed in accordance with the reciprocal compensation arrangement described in Section 2.1 of Attachment 3 of this Agreement, incorporated herein by this reference.

1.7 Local Number Portability

1.7.1 When an IXC terminates an interLATA or intraLATA toll call to an AT&T local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that AT&T shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth and any Service Provider Number Portability ("SPNP") rates (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an AT&T local exchange customer whose telephone number has been ported from BellSouth, and is terminated on AT&T's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

1.8 Issuance of Bills - General

1.8.1 BellSouth and AT&T will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and AT&T will establish monthly billing dates ("Bill Date") for each Billing Account Number

("BAN"). Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

1.8.2 BellSouth and AT&T shall issue all CABS bills or bills in CBOS format containing such billing data and information in accordance with the most current version of CBOS, or if development time is required, within two (2) versions of the current CBOS standard. To the extent that there are no CBOS or MECAB standards governing the formatting of certain data, such data shall be issued in the format as mutually agreed upon by the parties.

1.8.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

1.8.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. AT&T and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole

expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 6.

1.9 Electronic Transmissions

1.9.1 BellSouth and AT&T agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide AT&T/Alpharetta its CONNECT:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via CONNECT:Direct. AT&T's CONNECT:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. AT&T will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

1.9.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR), MEGA, JBILL, TCGXX (XX=Bill Period), or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) or CSR (Customer Service Record)

1.10 Tape or Paper Transmissions

1.10.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by AT&T and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

TO AT&T:

Tape Transmissions via U.S. Mail:	AT&T 300 North Point Parkway FLOC 144C09 Alpharetta, Georgia 30005 Attn: Access Bill Coordinator
Tape Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC 144C09 Alpharetta, Georgia 30005 Attn: Access Bill Coordinator

Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908 Alpharetta, Georgia 30009 Attn: Access Bill Coordinator
Paper Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30005 Attn: Access Bill Coordinator

TO BellSouth:

Tape Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center

Paper Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center

1.10.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any billing tapes in tape canisters.

1.10.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. AT&T reserves the right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

1.10.4 Billing data tapes shall follow CBOS standards.

1.10.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.

1.10.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

1.10.7 The Standard Volume Label Format (Vol. 1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.
Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.

1.10.8 The IBM Standard Dataset Label 1 Format (HDR1, EOV1, EOF1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	Three characters that identify the label are: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.
Dataset Identifier (17 bytes)	The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.
Dataset Serial Number (6 bytes)	The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.
Volume Sequence Number (4 bytes)	A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.
Dataset Sequence Number (4 bytes)	A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.
Generation Number (4 bytes)	If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byyddd where: b = blank yy = year(00-99) ddd = day(001-366)

FIELD NAME	CONTENTS
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byyddd where: b = blank yy = year (00-99) ddd = day (001-366)
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows: 0 No password protection 1 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined) 3 Password protection. Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

1.10.9 The IBM Standard Dataset Label 2 Format (HDR2, EOV2, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	Three characters that identify the label are as follows: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows: F Fixed length V Variable length U Undefined length.

Block Length (5 bytes)	A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Block length (must be a multiple of the logical record length in Field 5) Format V - Maximum block length (including the 4 byte length indicator in the block) Format U - Maximum block length.
Record Length (5 bytes)	A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Logical record length Format V - Maximum logical record length (including the 4 byte length indicator in the records) Format U - Zeros.
Tape Density (1 byte)	A code indicating the record density of the tape, as follows: Recording Density DEN Value 9-Track Tape 3 1600 (PE) 4 6250 (GCR) PE - is for phase encoded mode GCR - is for group coded recording mode.
Dataset Position (1 byte)	A code, indicating a volume switch, is as follows: 0 - No volume switch has occurred 1 - A volume switch previously occurred.
Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used: A Contains ASCII control characters M Contains machine control characters b Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset: B Blocked records S Spanned records R Blocked and spanned records b No blocked and no spanned records.

Reserved (8 bytes)	Bytes 40-42 - reserved for future use – should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.
Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

1.11 Testing Requirements

1.11.1 At least thirty (30) calendar days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to AT&T bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with CBOS standards. After receipt of the test data from BellSouth, AT&T will notify BellSouth at least ten (10) days prior to the software release implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CBOS standards, BellSouth shall make the necessary corrections prior to implementation to meet such CBOS standards.

1.11.2 BellSouth shall provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30005, BellSouth's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.

1.11.3 During the testing period, BellSouth shall transmit to AT&T billing data and information. If requested, test tapes containing the transmitted AT&T billing data and information will be sent to AT&T during the testing period to the following location:

Test Tapes:	AT&T 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30005 Attn: Access Bill Testing Coordinator

1.12 Additional Requirements

1.12.1 BellSouth agrees that if it transmits data to AT&T in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for AT&T to process billing information and data:

1.12.1.1 The BAN shall not contain embedded spaces or low values.

1.12.1.2 The Bill Date shall not contain spaces or non-numeric values.

1.12.1.3 Each bill must contain at least one detail record.

1.12.1.4 Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

1.12.1.5 The Invoice Number must not have embedded spaces or low values.

1.13 Bill Accuracy Certification

1.13.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, BellSouth will be responsible and accountable for transmitting to AT&T an accurate and current bill. BellSouth agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Billed Services ordered and used by AT&T. Accordingly, at AT&T's option on a connectivity by connectivity basis, AT&T and BellSouth agree to model, for the purposes of this Agreement, the process and methodology for access certification set forth in the Access Billing Supplier Quality Certification Operating Agreement dated August 13, 1993, executed by AT&T and BellSouth which governs certification of access bills for interLATA and intraLATA calls. At the point AT&T and BellSouth mutually agree that pre-certification is complete, all billing disputes will be handled pursuant to a billing supplier quality certification operating agreement to be executed by the Parties.

1.14 Payment Of Charges

1.14.1 Subject to the terms of this Agreement, AT&T and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made on the preceding business day.

1.14.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and AT&T shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT. AT&T will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to AT&T with only one address to which such payments shall be rendered. In the event AT&T receives multiple bills from BellSouth which are payable on the same date, AT&T may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection if AT&T provides payment advice to BellSouth. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

1.15 Billing Disputes

1.15.1 On a connectivity by connectivity basis and until such time as a precertification process is in place, each party agrees to notify the other party in writing upon the discovery of a billing dispute. The disputing party agrees to provide the billing party sufficient documentation to investigate the dispute and may withhold any disputed amounts supported by such documentation. Until documentation is provided all outstanding billed amounts will be considered past due. In the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the dispute notification date. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute.

1.15.2 If the issues are not resolved within the allotted time frame, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

1.15.3 If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) days after the Parties' appointment of

designated representatives, the dispute will be resolved in accordance with the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

1.15.4 If a party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in Section 1.16 (Late Payment Charges) of this Attachment 6. If a party disputes charges and the dispute is resolved in favor of such party, the other party shall credit the bill of the disputing party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a party disputes charges and the dispute is resolved in favor of the other party, the disputing party shall pay the other party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute.

1.16 Late Payment Charges

1.16.1 If either Party fails to remit payment for any charges described in this Attachment 6 by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by BellSouth for payment by AT&T, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs, based upon the service for which payment was not received: for general subscriber services, Section A2 of the General Subscriber Services Tariff; for private line service, Section B2 of the Private Line Service Tariff; and for access service, Section E2 of the Access Service Tariff. For bills rendered by AT&T for payment by BellSouth the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) .one and one-half percent (1 ½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actual made. In no event, however, shall interest be assessed by AT&T on any previously assessed late payment charges. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs.

1.17 Discontinuance of Service

1.17.1 The procedures for discontinuing service to an end user are as follows:

1.17.1.1 Where possible, BellSouth will deny service to AT&T's end user on behalf of, and at the request of, AT&T. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of AT&T.

1.17.1.2 At the request of AT&T, BellSouth will disconnect an AT&T end user.

1.17.1.3 All requests by AT&T for denial or disconnection of an end user for nonpayment must be in writing.

1.17.1.4 AT&T will be made solely responsible for notifying the end user of the proposed disconnection of the service.

1.17.1.5 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.

1.17.2 The procedures for discontinuing service to AT&T for non-payment of disputed amounts are as follows:

1.17.2.1 BellSouth reserves the right to suspend to terminate service for nonpayment of undisputed amounts or in the event of prohibited, unlawful or improper use of BellSouth facilities or service by AT&T.

1.17.2.2 If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to AT&T, that additional applications for service will be refused and that any pending orders for service will not be completed if payment of undisputed amounts is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by AT&T to receive notices of noncompliance, and discontinue the provision of existing services to AT&T at any time thereafter.

1.17.2.3 In the case of such discontinuance, all billed undisputed charges, as well as applicable termination charges, shall become due.

1.17.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and AT&T's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to AT&T without further notice.

1.17.2.5 If payment of undisputed charges is not received or satisfactory arrangements made for payment by the date given in the written

notification, AT&T's services will be discontinued. Upon discontinuance of service on an AT&T account, service to AT&T's end users will be denied. BellSouth will also reestablish service at the request of the end user or AT&T upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. AT&T is solely responsible for notifying the end user of the proposed disconnection of the service.

17.2.6 If within fifteen (15) days after an end users' service has been denied, AT&T has not contacted BellSouth in reference to restoring service, the end user's service will be disconnected.

1.18 Adjustments

1.18.1 Subject to the terms of this Attachment 6, BellSouth will adjust incorrect billing charges to AT&T. Such adjustments shall be set forth in the appropriate section of the bill pursuant to CBOS or CLUB/EDI standards.

1.19 Revenue Protection

1.19.1 Where BellSouth services are being resold and where is using a BellSouth port AT&T will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to BellSouth. These features include, but are not limited to, screening codes, call blocking of international, 700, 800, 900, and 976 numbers.

1.19.2 The Party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other Party shall be liable for the amount of the revenues lost by the Party unable to bill or collect the revenues loss costs that would have been incurred from gaining such revenues.

1.19.3 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of the Party having such administrative control.

1.19.4 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment loop facilities from the main Distribution Frame up to and including the Network Interface Device , including clip-on fraud to the extent such

unbillable or uncollectible revenue results from the gross negligence or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

2. PROVISION OF CUSTOMER USAGE DATA

2.1 Introduction

2.1.1 This Section sets forth the terms and conditions for BellSouth's provision of Recorded Usage Data to AT&T.

2.1.2 Line Information Database ("LIDB") is a database system designed to provide for validation of calling card and other billing information. LIDB provides screening validation on operator assisted calls on billing number records and is offered under a separate agreement. The Parties' agreement relating to LIDB Storage is included as Exhibit A to this Attachment 6, incorporated herein by this reference.

2.1.3 RAO Hosting is the process by which a telecommunications company agrees to "host" another company solely for the purpose of message exchange over the Centralized Message Distribution System ("CMDS"). RAO Hosting includes the following: RAO Code Assignment, Message Exchange via the CMDS system, and Inter-Company Settlements. The Parties' RAO Hosting Agreement is included as Exhibit B to this Attachment 6, incorporated herein by this reference.

2.1.4 Optional Daily Usage File ("ODUF") contains billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to the AT&T account. The Parties' ODUF agreement is included as Exhibit C to this Attachment 6, incorporated herein by this reference.

2.1.5 Enhanced Optional Daily Usage File ("EODUF") provides usage data for local calls originating from resold Flat Rate Business and Residential Lines. The Parties' EODUF agreement is included as Exhibit D to this Attachment 6, incorporated herein by this reference.

2.1.6 Access Daily Usage File ("ADUF") contains access messages associated with a port that AT&T has purchased from BellSouth. The Parties' ADUF agreement is included as Exhibit E to this Attachment 6, incorporated herein by this reference.

3. LOCAL ACCOUNT MAINTENANCE

3.1 When BellSouth provides local switching to AT&T (e.g., where AT&T is reselling BellSouth's services or is employing Loop-Port combination to

provide local service) BellSouth shall provide local account maintenance information and service as described herein:

3.1.1 When notified by a CLEC or from the end user to change to BellSouth service that an AT&T end user has switched its local service to the other CLEC's service or to BellSouth, BellSouth shall send AT&T a loss notification message to inform AT&T that its end user has switched to another CLEC or to BellSouth. The Parties agree to utilize LSOG4 or the most current industry ordering guideline standard established by the OBF that contains the loss notification message.

3.1.2 BellSouth shall send loss notification messages to AT&T six (6) days a week using the applicable release of EDI as the electronic medium for transmitting the loss notification message.

3.1.3 BellSouth shall accept and process intraLATA and interLATA PIC changes sent by AT&T. When an AT&T local end user switches its IXC, AT&T will enter the PIC change into the current local order system, and will generate an intraLATA or interLATA PIC Service Change Order that will be sent to BellSouth for provisioning over the existing ordering gateway.

3.1.4 When AT&T is notified by an intraLATA or interLATA carrier using a Transaction Code (TC) "01" PIC order record than an AT&T local end user has changed its intraLATA or interLATA PIC, BellSouth shall reject the order and notify the intraLATA or interLATA carrier that a CARE PIC record should be sent to AT&T. BellSouth shall notify the intraLATA or interLATA carrier by creating a '3148' (for resale or UNE-P) or a '3150' (for ported numbers) reject transaction record, and shall populate the AT&T provided AT&T Operating Company Code on the reject record. The intraLATA and interLATA carrier should redirect the TC01 order to AT&T for processing the PIC.

LINE INFORMATION DATA BASE ("LIDB") STORAGE AGREEMENT

1. SCOPE

1.1 This Exhibit sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of AT&T and pursuant to which BST, its LIDB customers and AT&T shall have access to such information. AT&T understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Exhibit, shall be available to those telecommunications service providers.

1.2 Definitions

1.2.1 Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

1.2.2 Line number - a ten-digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

1.2.3 Special billing number - a ten-digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

1.2.4 Calling Card number - a billing number plus PIN number assigned by BST.

1.2.5 PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

1.2.6 Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

1.2.7 Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

1.2.8 Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

1.2.9 Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

1.3 LIDB is accessed for the following purposes:

Billed Number Screening
Calling Card Validation
Fraud Control

1.4.1 BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify AT&T within 2 hours of fraud alerts so that AT&T may take action it deems appropriate. At AT&T's request, BellSouth shall block and restrict calling card, third party billing and collect call, and validation in its LIDB within 2 (two) hours of receiving AT&T's request. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Exhibit, in the same manner as BST's data for BST's end users. BST shall not be responsible to AT&T for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

1.4.2 AT&T understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. AT&T further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, AT&T understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on AT&T's behalf pursuant to this Exhibit. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate AT&T's data from BST's data and the Parties execute appropriate amendments hereto, the following terms and conditions shall apply:

1.4.2.1 AT&T agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for AT&T's end user accounts which are resident in LIDB pursuant to this Exhibit. AT&T's authorizes BST to place such charges on AT&T's bill from BST and agrees that it shall pay all such charges. Charges for which AT&T hereby takes responsibility include, but are not limited to, collect and third number calls.

1.4.2.2 Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

1.4.2.3 AT&T shall have the responsibility to render a billing statement to its end users for these charges, but AT&T's obligation to pay BST for the charges billed shall be independent of whether AT&T is able or not to collect from AT&T's end users.

1.4.2.4 BST shall not become involved in any disputes between AT&T and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to AT&T. It shall be the responsibility of AT&T and the other entity to negotiate and arrange for any appropriate adjustments.

2. FEES FOR SERVICE AND TAXES

2.1 AT&T will not be charged a fee for storage services provided by BST to AT&T, as described in Section I of this Exhibit.

3. MISCELLANEOUS

3.1 It is understood and agreed to by the parties that BST may provide similar services to other companies.

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

3.3 This Exhibit constitutes the entire agreement between AT&T and BST which supersedes all prior agreements or contracts, oral or written

representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

4. RESALE

4.1 This Section sets forth the terms and conditions for AT&T's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by AT&T, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section 1.3 of this Exhibit A.

4.2 Responsibilities of Parties

4.2.1 BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. AT&T will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

4.2.2 Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of AT&T. BST will not issue line-based calling cards in the name of AT&T's individual end users. In the event that AT&T wants to include calling card numbers assigned by AT&T in the BST LIDB, a separate agreement is required.

4.2.3 BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

4.2.4 BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

4.2.4.1 Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

4.2.4.2 Determine whether AT&T has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO Hosting

1 RAO Hosting, Calling Card and Third Number Settlement System ("CATS") and Non-Intercompany Settlement System ("NICS") services provided to AT&T by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth. BellSouth shall provide AT&T with notice of such revisions sixty (60) days prior to implementation.

2 AT&T shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3 Applicable compensation amounts will be billed by BellSouth to AT&T on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4 AT&T must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System ("CMDS") interfacing host, require written notification from AT&T to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of AT&T and will coordinate all associated conversion activities.

5 BellSouth will receive messages from AT&T that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from AT&T.

7 All data received from AT&T that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

8 All data received from AT&T that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with

the agreement(s) which may be in effect between BellSouth and its connecting contractor [currently Telcordia (formerly BellCore)].

9 BellSouth will receive messages from the CMDS network that are destined to be processed by AT&T and will forward them to AT&T on a daily basis.

10 Transmission of message data between BellSouth and AT&T will be via CONNECT:Direct.

11 All messages and related data exchanged between BellSouth and AT&T will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

12 AT&T will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

13 Should it become necessary for AT&T to send data to BellSouth more than sixty (60) days past the message date(s), AT&T will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and AT&T to notify all affected Parties.

14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or AT&T) identified and agreed to, the company responsible for creating the data (BellSouth or AT&T) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

15 Should an error be detected by the EMI format edits performed by BellSouth on data received from AT&T, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify AT&T of the error condition. AT&T will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition

occurs on subsequent packs, AT&T will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16 In association with message distribution service, BellSouth will provide AT&T with associated intercompany settlements reports (CATS and NICS) as appropriate.

17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

18 RAO Compensation

18.1 Rates for message distribution service provided by BellSouth for AT&T are as set forth in Exhibit F to this Attachment 6, incorporated herein by this reference.

18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit F to this Attachment 6, incorporated herein by this reference.

18.3 Data circuits (private line or dial-up) will be required between BellSouth and AT&T for the purpose of data transmission. Where a dedicated line is required, AT&T will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AT&T will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to AT&T. Additionally, all message toll charges associated with the use of the dial circuit by AT&T will be the responsibility of AT&T. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

18.4 All equipment, including modems and software, that is required on AT&T's end for the purpose of data transmission will be the responsibility of AT&T.

19 Intercompany Settlements Messages

19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by AT&T as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only

traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between AT&T and the involved company(ies), unless that company is participating in NICS.

19.2 Both traffic that originates outside the BellSouth region by AT&T and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by AT&T, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by AT&T, involves a company other than AT&T, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

19.3 Once AT&T is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia's (formerly BellCore), its successor or assign, NICS system.

19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of AT&T. BellSouth will distribute copies of these reports to AT&T on a monthly basis.

19.5 BellSouth will receive the monthly CATS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of AT&T. BellSouth will distribute copies of these reports to AT&T on a monthly basis.

19.6 BellSouth will collect the revenue earned by AT&T from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of AT&T. BellSouth will remit the revenue billed by AT&T to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf of AT&T. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to AT&T via a monthly Carrier Access Billing System ("CABS") miscellaneous bill.

19.7 BellSouth will collect the revenue earned by AT&T within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of AT&T. BellSouth will remit the revenue billed by AT&T within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to AT&T via a monthly CABS miscellaneous bill.

19.8 BellSouth and AT&T agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

Optional Daily Usage File

1 Upon written request from AT&T, BellSouth will provide the Optional Daily Usage File (ODUF) service to AT&T pursuant to the terms and conditions set forth in this section.

2 AT&T shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an AT&T end user.

Charges for delivery of the Optional Daily Usage File will appear on the AT&T's' monthly bills. The charges are as set forth in Exhibit F to this Attachment 6, incorporated herein by this reference.

4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5 Messages that error in the billing system of the AT&T will be the responsibility of the AT&T. If, however, the AT&T should encounter significant volumes of errored messages that prevent processing by the AT&T within its systems, BellSouth will work with AT&T to determine the source of the errors and the appropriate resolution.

6 The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to the AT&T:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service
-N11
-Information Service Provider Messages

-Operator Services Messages
-Operator Services Message Attempted Calls (UNE only)
-Credit/Cancel Records
-Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to AT&T.

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

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to AT&T via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and AT&T for the purpose of data transmission. Where a dedicated line is required, AT&T will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AT&T will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to AT&T. Additionally, all message toll charges associated with the use of the dial circuit by AT&T will be the responsibility of AT&T. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and

software, that is required on AT&T end for the purpose of data transmission will be the responsibility of AT&T.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to AT&T which BellSouth RAO that is sending the message. BellSouth and AT&T will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by AT&T and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.4 Pack Rejection

6.4.1 AT&T will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. AT&T will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to AT&T by BellSouth.

6.5 Control Data

AT&T will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate AT&T received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by AT&T for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from AT&T, BellSouth shall send test files to AT&T for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that AT&T set up a production (LIVE) file. The live test may consist of AT&T's

employees making test calls for the types of services AT&T requests on the Optional Daily Usage File. These test calls are logged by AT&T, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1 Upon written request from AT&T, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to AT&T pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2 AT&T shall furnish all relevant information required by BellSouth for the provision of the EODUF.

3 The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4. Charges for delivery of the EODUF will appear on AT&T's' monthly bills. The charges are as set forth in Exhibit F to this Attachment 6, incorporated herein by this reference.

5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6. Messages that error in the billing system of the AT&T will be the responsibility of the AT&T. If, however, the AT&T should encounter significant volumes of errored messages that prevent processing by the AT&T within its systems, BellSouth will work with the AT&T to determine the source of the errors and the appropriate resolution.

7. The following specifications shall apply to the Optional Daily Usage Feed.

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to AT&T:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO

Rate Class
Message Type
Billing Indicators
Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to AT&T.

7.1.3 In the event that AT&T detects a duplicate on EODUF they receive from BellSouth, AT&T will drop the duplicate message (AT&T will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to AT&T over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among AT&T's ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and AT&T for the purpose of data transmission. Where a dedicated line is required, AT&T will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AT&T will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to AT&T. Additionally, all message toll charges associated with the use of the dial circuit by AT&T will be the responsibility of AT&T. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on AT&T end for the purpose of data transmission will be the responsibility of AT&T.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record.

One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to AT&T which BellSouth RAO that is sending the message. BellSouth and AT&T will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by AT&T and resend the data as appropriate.

7.3.3 The data will be packed using ATIS EMI records.

Access Daily Usage File

1. Upon written request from AT&T, BellSouth will provide the Access Daily Usage File (ADUF) service to AT&T pursuant to the terms and conditions set forth in this section.

2. AT&T shall furnish all relevant information required by BellSouth for the provision of the ADUF.

3. The ADUF will contain access messages associated with a port that AT&T has purchased from BellSouth

4. Charges for delivery of the ADUF will appear on AT&T's' monthly bills. The charges are as set forth in Exhibit F to this Attachment 6, incorporated herein by this reference. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5. Messages that error in the billing system of AT&T will be the responsibility of the AT&T. If, however, AT&T should encounter significant volumes of errored messages that prevent processing by AT&T within its systems, BellSouth will work with AT&T to determine the source of the errors and the appropriate resolution.

6. Usage To Be Transmitted

6.1 The following messages recorded by BellSouth will be transmitted to AT&T:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

6.2 When AT&T purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

DISAGREE

AT&T PROPOSAL

AT&T's proposal can be found at the end of this exhibit.

BST PROPOSAL

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to AT&T and send access record to the AT&T via ADUF

Originating from network element and carried by BellSouth (AT&T is BellSouth's toll customer):

BellSouth will bill resale toll rates to AT&T and send toll record for the end user toll billing purposes via ODUF . Access record will be sent to AT&T via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to AT&T and send access record to AT&T.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to AT&T and send access record to AT&T.

6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to AT&T.

6.4 In the event that AT&T detects a duplicate on the Access Daily Usage File they receive from BellSouth, AT&T will drop the duplicate message (AT&T will not return the duplicate to BellSouth.)

7. Physical File Characteristics

7.1 The ADUF will be distributed to AT&T via an agreed medium with CONNECT: Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

7.2 Data circuits (private line or dial-up) may be required between BellSouth and AT&T for the purpose of data transmission. Where a dedicated line is required, AT&T will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AT&T will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to

transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to AT&T. Additionally, all message toll charges associated with the use of the dial circuit by AT&T will be the responsibility of AT&T. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on AT&T end for the purpose of data transmission will be the responsibility of AT&T.

8. Packing Specifications

8.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

8.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to AT&T which BellSouth RAO that is sending the message. BellSouth and AT&T will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by AT&T and resend the data as appropriate.

8.3 The data will be packed using ATIS EMI records.

9. Pack Rejection

9.1 AT&T will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. AT&T will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to AT&T by BellSouth.

10. Control Data

10.1 AT&T will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate AT&T received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by AT&T for reasons stated in the above section.

11. Testing

11.1 Upon request from AT&T, BellSouth shall send test files to AT&T for the ADUF. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

Inter-Carrier Compensation (BellSouth UNE-P Call Flows)

CALL TYPE	BST Call Flow Diagram	No Billing	Switching	Switching Port	Tandem Switching	Tandem Port	Shared Transport * Fixed	Shared Transport * Per Mile	Melded Tandem** Switching	Melded Tandem** Port	800 Query Charge
IntraOffice/Intraswitch											
AT&T Originating	1,2	N/A	1	0	0	0	0	0	0	0	0
AT&T Terminating	2,9	1	0	0	0	0	0	0	0	0	0
IntraOffice/Interswitch											
AT&T Originating	3,4	N/A	2	2	0	0	1	0	0	0	0
AT&T Terminating***	4,10	1	0	0	0	0	0	0	0	0	0
IntraLATA Interoffice											
AT&T Originating											
ILEC or TSR Terminating	5	N/A	2	2	0	0	1	1	1	2	0
AT&T or CLEC (UNE) Terminating***	6	N/A	2	2	0	0	1	1	1	2	0
CLEC (FBN) Terminating	13	N/A	2	2	0	0	1	1	1	2	0
AT&T Terminating											
ILEC, TSR Originating	11	1	0	0	0	0	0	0	0	0	0
CLEC (UNE) Originating***	6	1	0	0	0	0	0	0	0	0	0
AT&T (UNE) Originating***	6	1	0	0	0	0	0	0	0	0	0
CLEC (FBN) Originating***	26	1	0	0	0	0	0	0	0	0	0
InterLATA,IntraLATA/Toll Calls											
AT&T Originating											
CLEC (FBN) Terminating	14	N/A	1	1	0	0	1	1	1	2	0
IXC Terminating****	22,23	N/A	1	1	1	1	1	1	0	0	0
AT&T Terminating											
CLEC (FBN) Originating****	27	N/A	1	1	1	1	1	1	0	0	0
IXC Originating****	33,34	N/A	1	1	1	1	1	1	0	0	0
AT&T Originated 800 Calls											
IntraLATA Intraoffice/Intraswitch 800	37	N/A	1	0	0	0	0	0	0	0	1
IntraLATA Intraoffice/Interswitch 800	37a	N/A	1	1	0	0	1	0	0	0	1
IntraLATA Interoffice 800	38	N/A	1	1	0	0	1	1	1	2	1
InterLATA 800****	22	N/A	1	1	1	1	1	1	0	0	1

Inter-Carrier Compensation (BellSouth UNE-P Call Flows)

CALL TYPE	Exchange Message Record	AMA Usage Recordings
IntraOffice/Intraswitch		
AT&T Originating	EMI 101031	Call Code 001/072
AT&T Terminating	N/A	Call Code 001/072
IntraOffice/Interswitch		
AT&T Originating	EMI 101031	Call Code 001/072
AT&T Terminating*	N/A	Call Code 001/072
IntraLATA Interoffice		
AT&T Originating		
ILEC or TSR Terminating	EMI 100131	Call Code 001/072 or 006/072 (expanded local calling area)
AT&T or CLEC (UNE) Terminating*	EMI 100131	Call Code 001/072 or 006/072 (expanded local calling area)
CLEC (FBN) Terminating	EMI 100131	Call Code 001/072 or 006/072 (expanded local calling area)
AT&T Terminating		
ILEC, TSR Originating	N/A	Call Code 001/072 or 006/072 (expanded local calling area)
CLEC (UNE) Originating*	N/A	Call Code 001/072 or 006/072 (expanded local calling area)
AT&T (UNE) Originating*	N/A	Call Code 001/072 or 006/072 (expanded local calling area)
CLEC (FBN) Originating*	N/A	Call Code 119, 066, or 720
InterLATA,IntraLATA/Toll Calls		
AT&T Originating		
CLEC (FBN) Terminating	EMI 100101	Call Code 001/072 or 006/072 (expanded local calling area)
IXC Terminating****	EMI 1101XX	Call Code 110/117 on FGD or 134 on FGB
AT&T Terminating		
CLEC (FBN) Originating****	EMI 1101XX	Call Code 119, 066, or 720
IXC Originating****	EMI 1101XX	Call Code 119 on FGD or 135 on FGB
AT&T Originated 800 Calls		
IntraLATA Intraoffice/Intraswitch 800	EMI 110125 w/ CIC 5124	Call Code 142 for 800
IntraLATA Intraoffice/Interswitch 800	EMI 110125 w/ CIC 5124	Call Code 142 for 800
IntraLATA Interoffice 800	EMI 110125 w/ CIC 5124	Call Code 142 for 800
InterLATA 800****	EMI 110125	Call Code 110/117 on FGD or 134 on FGB

Billing of the loop and port monthly charges are assumed and not represented in this chart.
* Shared Transport mileage is from End Office to Tandem or End Office A to End Office B (BellSouth multinetwork).
** BellSouth applies a melded Tandem rate (e.g. assumes 20% tandem routed) for transit traffic (i.e., multinetwork).
*** Since terminating switching and recipricol compensation are equal:
1 Terminating CLEC does not pay BST for terminating switching and does not receive reciprocal compensation from Originating CLEC (net=0)
2 Originating CLEC pays terminating switching to BST instead of paying reciprocal compensation to terminating CLEC
3 BST does not have to provide the recording to Terminating CLEC that it would need to bill Originating CLEC for reciprocal compensation.
**** If Tandem routed: Switching Port, Tandem Switching, Tandem Port and Shared Transport also apply.
Note: A "0" entry indicates that no charge should apply. A "1" entry, for ex., indicates number of charges applicable.
Note: Unless specifically identified, BST differentiates between IntraLATA Local and IntraLATA Toll.
MULTI-NETWORK ISSUE: Call Flows 13 & 26. BST allows FBN CLEC to bill BST Reciprocal Compensation when BST terminates traffic to FBN CLEC. However, when FBN CLEC terminates traffic to BST, BST expects UNE CLEC to bill the FBN CLEC for the Local Interconnection. Matrix represents AT&T's view of charges where FBN CLEC originated calls are terminated as if to BST (even though ultimately delivered to UNE CLEC).

ODUF/EDOUF/ADUF

DESCRIPTION	USOC	TN
ODUF/EODUF/ADUF/CMDS:		
ODUF: Recording, per message	N/A	$0.0000044
ODUF: Message Processing, per message	N/A	$0.0027366
EODUF: Message Processing, per message	N/A	$0.0027366
ADUF: Message Processing, per message	N/A	$0.0027366
CMDS: Message Processing, per message	N/A	$0.0027366
ODUF: Message Processing, per magnetic tape provisioned	N/A	$52.75
EODUF: Message Processing, per magnetic tape provisioned	N/A	$52.75
ADUF: Message Processing, per magnetic tape provisioned	N/A	$52.75
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.0000339
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.0000339
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.0000339
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.0000339

Jackson, MS 39209

For **Tennessee** plant and right of way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina**:

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201