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RECD TN REGULATORY AUTH.
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EXECUTIVE SECRETARY

April 14, 2000

Mr. David Waddell
Executive Director
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37219

Re:
Docket No. 00- 00-309

Dear Mr. Waddell:

Enclosed for filing is the original plus thirteen copies of the Petition of MCImetro Access Services, LLC and Brooks Fiber Communications of Tennessee, Inc. for Arbitration Under the Telecommunications Act of 1996. Also enclosed is our check in the amount of $25.00 to cover the filing fees. A copy of this Petition has been served on BellSouth Telecommunications, Inc.

Sincerely yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

Jon E. Hastings

JEH/sja

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BEFORE THE
TENNESSEE REGULATORY AUTHORITY

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In Re: Petition of MCImetro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996	}	DOCKET NO. _____

PETITION OF MCIMETRO ACCESS SERVICES, LLC AND BROOKS FIBER COMMUNICATIONS OF TENNESSEE, INC. FOR ARBITRATION UNDER THE TELECOMMUNICATIONS ACT OF 1996

MCImetro Access Transmission Services, LLC ("MCIm") and Brooks Fiber Communications of Tennessee, Inc. ("Brooks Fiber") hereby petition the Tennessee Regulatory Authority ("Authority") to arbitrate, pursuant to Section 252(b) of the Telecommunications Act of 1996 ("Act"), certain terms and conditions of proposed agreements between MCIm and BellSouth Telecommunications, Inc. ("BellSouth") and between Brooks Fiber and BellSouth. (MCIm and Brooks Fiber are referred to collectively herein as "MCI WorldCom.")

PARTIES

1. Petitioner MCIm's full name and its official business address for its Tennessee operations are as follows:

MCImetro Access Transmission Services, LLC
Six Concourse Parkway
Suite 3200
Atlanta, Georgia 30328

MCIm is a Delaware limited liability company with its principal place of business at 1801 Pennsylvania Avenue, Washington, D.C. 20006. MCIm has a Certificate of Authority issued by the Authority that authorizes MCIm to provide local exchange service in Tennessee. MCIm is a "telecommunications carrier" and "local exchange carrier" under the Act.

2. Petitioner Brooks Fiber's full name and its official business address for its Tennessee operations are as follows:

Brooks Fiber Communications of Tennessee, Inc.
Six Concourse Parkway
Suite 3200
Atlanta, Georgia 30328

Brooks Fiber is a Delaware corporation with its principal place of business at 500 Clinton Center Drive, Clinton, Mississippi 39056. Brooks Fiber has a Certificate of Authority issued by the Authority that authorizes it to provide local exchange service in Tennessee. Brooks Fiber is a "telecommunications carrier" and "local exchange carrier" under the Act.

3. MCIm and Brooks Fiber are affiliates. By Agreement with an effective date of July 1, 1998, Brooks Fiber adopted all of the MCIm-BellSouth Interconnection Agreement except for Exhibit VIII. In this arbitration, MCIm and Brooks Fiber are seeking interconnection agreements with BellSouth with the same terms and conditions. Accordingly, joint arbitration of their interconnection agreements is appropriate.

4. The names and addresses of MCI WorldCom's representatives in this proceeding are as follows:

Jon Hastings
Boult, Cummings, Conner & Berry
Suite 1600
414 Union Street
Nashville, Tennessee 37219
(615) 252-2306

and

Susan Berlin
Dulaney L. O'Roark III
MCI WorldCom, Inc.
Six Concourse Parkway
Suite 3200
Atlanta, Georgia 30328

5. 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" and an "incumbent local exchange carrier" ("ILEC") under the terms of the Act.

JURISDICTION

6. The Authority has jurisdiction over MCI WorldCom's Petition under the Act. A copy of MCI WorldCom's letter requesting negotiation of interconnection agreements in Tennessee with BellSouth is attached as Exhibit A. This Petition is timely filed.

NEGOTIATIONS

7. The negotiation of the MCIm-BellSouth and Brooks Fiber-BellSouth Tennessee Interconnection Agreements commenced on November 8, 1999. Negotiations have dealt with pricing, resale, unbundled network elements ("UNEs"), interconnection, collocation, rights-of-way, local number portability, business processes,

ancillary services, performance measurements and general terms and conditions. As proposed by MCI WorldCom, the parties started with the currently effective MCIm-BellSouth Interconnection Agreement as a base document and negotiated changes to be made to it. The parties have been able to resolve a number of the issues raised during the negotiations, but a number of issues remain unresolved. The issues MCI WorldCom wishes to arbitrate, and arbitration issues previously identified by BellSouth, are addressed in the Statement of Unresolved Issues below and in the matrix attached hereto as Exhibit B.[1]

8. A draft of the Interconnection Agreement reflecting the parties' negotiations to date is attached hereto as Exhibit C. Agreed upon language is shown in normal type; disputed language proposed by BellSouth is shown in underlined, boldface type; and disputed language proposed by MCI WorldCom is shown in boldface type. In the Statement of Unresolved Issues and in Exhibit B, MCI WorldCom has referenced certain, but not necessarily all, provisions in Exhibit C relating to each issue.

9. MCI WorldCom requests the Authority to approve Interconnection Agreement between MCI WorldCom and BellSouth reflecting (i) the agreed upon language in Exhibit C and (ii) the resolution in this arbitration proceeding of the unresolved issues described below.

[1] To maintain consistent numbering, certain issues that have been resolved or consolidated have been noted in the petition, with appropriate explanation of their status.

STATEMENT OF UNRESOLVED ISSUES

A. Pricing Issues

ISSUE 1

Issue: *Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface? (Attachment 1, Section 2.9.)*

MCIW position: *No. When BellSouth fails to provide an electronic interface, it should not be able to impose a manual ordering charge.*

BST position: *Yes. BellSouth can impose manual ordering charges regardless of whether an electronic interface is available.*

10. BellSouth assesses a high manual ordering charge for processing manual orders, relative to its charge for electronically ordered processing. BellSouth is unreasonable and discriminatory, 47 U.S.C. 251 (c) (3), and does not provide parity when it provides and charges competitive local exchange carriers ("CLECs") for a manual process, without making an electronic process available, when BellSouth provides an electronic process for its retail business. Any ordering charges must be imposed pursuant to the forward-looking, economic cost-based pricing principles and methodology set forth by the Federal Communications Commission ("FCC"), including in 47 C.F.R. Sections 51.505 and 51.511. *First Report and Order*, FCC 96-325, *In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, at ¶ 523 ("Local Competition Order"). BellSouth should not be encouraged to use inefficient, costly ordering systems.

ISSUE 2

Issue: *What prices should be included in the Interconnection Agreements? (Attachment 1, Appendix 1.)*

MCIW position: *The rates adopted as permanent by the Authority generally should be used. For those rates that the Authority has not set on a permanent basis, the interim rates should be as proposed by MCI WorldCom in Attachment 1.*

BST position: *Interim rates should be those proposed by BellSouth.*

11. Once permanent rates for UNEs have been established by the Authority, those rates should be added to the Interconnection Agreements. The interim rates proposed by MCI WorldCom as stated in Attachment 1 would be subject to true-up, once permanent rates have been established by the Authority.

B. Resale Issues

ISSUE 3

Issue: *Should the resale discount apply to all telecommunication services BellSouth offers to end users, regardless of the tariff in which the service is contained? (Attachment 2, Section 1.1.1.)*

MCIW position: *Yes. Offering a retail service under a tariff other than the private line or GSST tariffs does not preclude it from the wholesale discount.*

BST position: *No. Only private line and GSST tariff services are available for discount, consistent with the Act.*

12. The Act requires BellSouth "not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications services." Act, § 251 (b)(1). BellSouth is required to "offer to any requesting telecommunications carrier any telecommunications service that [BellSouth]

offers on a retail basis to subscribers that are not telecommunications carriers for resale at wholesale rates." 47 C.F.R. § 51.605(a).

13. BellSouth seeks to discriminate against MCI WorldCom by denying it the right to resell services included in BellSouth's Federal and State Access tariffs at the applicable resale discount. Thus, under BellSouth's position it would be free to include retail services in its access tariffs and offer such services to its end users, while prohibiting MCI WorldCom from reselling those services at prices that would enable it to compete with BellSouth.

C. Unbundled Network Element Issues

ISSUE 4

Issue:	*Should BellSouth should have the right to determine unilaterally the demarcation points for access to UNEs? (Attachment 3, Section 2.2; Part B.)*
MCIW position:	*No. MCI WorldCom should have the right to designate any technically feasible point for access to UNEs.*
BST position:	*Yes. MCI WorldCom should be able to obtain access to UNEs only at demarcation points established by BellSouth.*

14. Based on provisions in the Act and FCC rules, MCI WorldCom is entitled to request access to BellSouth UNEs at any technically feasible demarcation point. BellSouth should not be the sole arbiter of what access to UNEs is technically feasible, as it proposes.

ISSUE 5

Issue:	*Should BellSouth be required to provide OS/DA as a UNE? (Attachment 3, Section 2.8.)*

MCIW position: *Yes. BellSouth must provide OS/DA as a UNE until it complies with the FCC's UNE Remand Order. Because BellSouth has not yet complied with the order, it must provide OS/DA as a UNE.*

BST position: *No. BellSouth contends that because it offers selective routing, whether or not effective, it is not required to provide OS/DA as a UNE.*

15. Under the FCC's recent order concerning the Rule 319 remand, BellSouth must provide operator services and directory assistance ("OS/DA") as a UNE if it does not provide selective routing that transports calls from BellSouth's switches to MCI WorldCom's OS/DA platforms. *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, FCC 99-238, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, released November 5, 1999, ¶ 463 ("UNE Remand Order"). ILECs must provide OS/DA as a UNE "to the extent they have not accommodated technologies used for customized routing." *Id.*

16. Although BellSouth purports to offer selective routing of OS/DA calls, it does not provide selective routing with a signaling protocol that is compatible with MCI WorldCom's OS/DA platforms. A compatible signaling protocol is necessary so that MCI WorldCom can identify the callers using its OS/DA services and bill them appropriately. Without a compatible signaling protocol, MCI WorldCom cannot offer its OS/DA service to customers it serves via BellSouth switches. BellSouth therefore fails to offer *effective* selective routing and it must be required to provide OS/DA as a UNE until it does so.

ISSUE 6

Issue: *Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network? (Attachment 3, Section 2.4.)*

MCIW position: *Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in BellSouth's network.*

BST position: *No. Only those elements that already have been combined in BellSouth's network must be provided to CLECs in combined form.*

17. The UNE Remand Order, and *AT&T v. Iowa Utilities Board*, 119 S. Ct. 721, 737-38 (1999), compel the Authority to find that the proper reading of "currently combines" in 47 C.F.R. Section 51.315 (b) means ordinarily combined within the incumbent's network, in the manner in which they are typically combined. Thus, BellSouth must provide UNE combinations, not already combined, that BellSouth "currently combines."

18. A ruling requiring BellSouth to combine currently unconnected network elements is consistent with precedent as well as the intent of the Act to hasten competitive entry through a number of service delivery methods, including use of leased network elements. An Authority ruling directing BellSouth to combine elements upon request, is both reasonable and pro-competitive.

ISSUE 7

Issue: *Should BellSouth be required to combine network elements that are not ordinarily combined in its network? (Attachment 3, Section 2.11.)*

MCIW position: *Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are not ordinarily combined in its network.*

BST position: *No. BellSouth should not be required to provide such combinations.*

19. A finding that BellSouth must combine elements not ordinarily connected in its network is consistent with 47 U.S.C. Section 251(c)(3), 47 C.F.R. Section 315, *Iowa Utilities Board*, the UNE Remand Order and other law. The Authority should exercise its authority under Tennessee law to require BellSouth to combine elements not ordinarily connected in BellSouth's network. Such a ruling would ensure that MCI WorldCom can offer the same functionalities and services as BellSouth and would allow greater innovation in service delivery to customers. BellSouth possesses superior information about its network and superior access to its network so as to perform these connections. The language proposed by MCI WorldCom would obviate the practical difficulties associated with MCI WorldCom combining elements that are part of BellSouth's network. Of course, MCI WorldCom should pay the forward-looking costs of any work that is required.

ISSUE 7A

Issue: *Should BellSouth charge MCI WorldCom only for UNEs that it orders and uses, and should UNEs ordered and used by MCI WorldCom be considered part of its network for reciprocal compensation and switched access charges? (Attachment 3, Section 2.12 and Attachment 4, Section 9.11.)*

MCIW position: *Yes. This approach should be adopted.*

BST position: *BellSouth's position is unknown.*

MCI WorldCom has proposed language that would provide that it would be charged only for those UNEs that it orders and uses. Such UNEs would be considered part of MCI WorldCom's network for purposes of reciprocal compensation and switched access charges. Portions of BellSouth's network used for MCI WorldCom's traffic would be subject to interconnection charges under Attachment 4 as appropriate. This language is intended simply to clarify the manner in which the parties should compensate each other under their agreements. BellSouth's position on this issue is unknown.

ISSUE 8

Issue:	*Should UNE specifications include non-industry standard, BellSouth proprietary specifications? (Attachment 3, Appendix 1; Attachment 3, Sections 4.3-4.14.)*
MCIW position:	*No. Only industry standard specifications should be used.*
BST position:	*Yes. BellSouth proprietary specifications should be included.*

20. MCI WorldCom has proposed industry standard UNE specifications for loops in Appendix 1 to Attachment 3. BellSouth seeks to add to those specifications BellSouth TR73600, which MCI WorldCom opposes because it is a BellSouth proprietary specification. Proprietary specifications do not necessarily adhere to national standards and may be changed unilaterally by BellSouth, and therefore are not appropriate. In addition, BellSouth's proposed specifications include language concerning interference that is contrary to language that has been agreed to by the parties.

ISSUE 9

Issue: *Should MCI WorldCom be required to use a special construction process, with additional costs, to order facilities of the type normally used at a location, but not available at the time of the order? (Attachment 3, Section 4.1.1.)*

MCIW position: *No. The special construction process only should be required when the requested facilities are not of the type normally used at a location.*

BST position: *Yes. The basis for BellSouth's position is unknown.*

21. BellSouth has proposed language that would require MCI WorldCom to use a special construction process involving additional costs whenever it orders a loop type not available at the location requested by MCI WorldCom. The special construction process should be required only when the loop type requested by MCI WorldCom is not normally used at the location. MCI WorldCom should not be required to use the special construction process when the loop type is normally used at the location, but facilities have been exhausted.

ISSUE 10

Issue: *Should the Interconnection Agreement contain terms governing spectrum compatibilty and spectrum management? (Attachment 3, Sections 4.2-4.3.)*

MCIW position: *Yes. The Interconnection Agreement should contain terms governing spectrum compatibility and spectrum management.*

BST position: *BellSouth's position is unknown.*

22. The FCC has adopted rules governing spectrum compatibility and acceptable spectrum management procedures. These matters are vitally important to the

deployment of digital subscriber loop ("DSL") service. MCI WorldCom proposed terms addressing these matters are based upon the FCC's rules. BellSouth refused to discuss these terms, and therefore MCI WorldCom does not know BellSouth's position on this issue.

ISSUE 11

Issue:	*Should MCI WorldCom access the feeder distribution interface directly or should BellSouth be permitted to introduce an intermediate demarcation device? (Attachment 3, Sections 4.5.1.1.1, 4.5.1.2.3.)*
MCIW position:	*MCI WorldCom should access subloop elements wherever it is technically feasible to do so, including at the feeder distribution interface, without having to connect to unneeded intermediate devices.*
BST position:	*BellSouth wishes to introduce a new intermediate demarcation point for subloop feeder cross connections.*

23. In the UNE Remand Order, the FCC required subloop unbundling and specifically identified the feeder distribution interface ("FDI") as a point of access. MCI WorldCom proposes to access the FDI directly and should be permitted to do so because it is technically feasible to provide such access. BellSouth proposes that MCI WorldCom's access to the FDI only be provided through an intermediate demarcation device, based on unspecified security concerns. Such concerns are unfounded and should not prevent direct access to the FDI.

ISSUE 12

Issue:	*Should the Interconnection Agreement contain terms governing the provision of optical loop concentrators, intelligent loop concentrators, and*

DSLAMs as unbundled network elements? (Attachment 3, Section 4.6-4.9.)

MCIW position: *Yes. The Interconnection Agreement should contain terms governing the provision of optical loop concentrators, intelligent loop concentrators, and DSLAMs as unbundled network elements.*

BST position: *BellSouth's position is unknown.*

24. MCI WorldCom has proposed contract language for the provision as unbundled network elements, and defining, the functionality of optical loop concentrators, intelligent loop concentrators, and DSLAMs. BellSouth's position on this issue is unknown.

ISSUE 13

Issue: *Is optical feeder a subloop element which BellSouth must provide upon request? (Attachment 3, Sections 4.5.1.3-4.5.1.5.)*

MCIW position: *Yes. Optical feeder is a subloop element that must be made available upon request pursuant to the Act and FCC regulations.*

BST position: *No. Optical feeder is not a subloop element that must be made available to new entrants upon request.*

25. BellSouth is required to provide nondiscriminatory access to subloop elements. The local loop element includes all features and functionalities of the loop including attached electronics. Also, the local loop includes DS1, DS3, fiber, and other high capacity loops. 47 C.F.R. § 319 (a)(1)(2). Thus, feeder at the OC-n level is part of the loop element and must be made available pursuant to BellSouth's obligation to unbundle the subloop elements.

26. BellSouth refuses to permit MCI WorldCom to attach its equipment to working optical feeder. BellSouth asserts that optical feeder is dark fiber. BellSouth's assertion is incorrect because the optical feeder at issue is working and serving customers. BellSouth refuses to provide access to the unbundled network element of optical feeder, a part of the subloop element, so as to impede MCI WorldCom's ability to serve customers who wish to change carriers.

ISSUE 14

Issue:	*Should BellSouth leave in place any regenerators or amplifiers installed on its dark fiber (to the extent any regenerators or amplifiers are installed on the fiber), unless requested otherwise by MCI WorldCom? (Attachment 3, Section 6.1)*
MCIW position:	*Yes. BellSouth should leave in place any regenerators or amplifiers installed on its dark fiber (to the extent any regenerators or amplifiers are installed on the fiber). Regenerators or amplifiers should not be removed unless MCI WorldCom requests their removal.*
BST position:	*No. BellSouth asserts that there are no regenerators or amplifiers on its dark fiber.*

27. MCI WorldCom has proposed contract language in Attachment 3, Section 6.1, specifying that if BellSouth's dark fiber has optical regenerators or amplifiers attached to it, the regenerators or amplifiers should not be removed unless so requested by MCI WorldCom. BellSouth has refused to accept this language, contending that its dark fiber has no optical regenerators or amplifiers attached.

28. Due to limitations in the distance over which an optical signal could be transmitted, early generations of fiber were ordered and installed with optical

regenerators. Thus, it is likely that at least some of BellSouth's fiber has optical regeneration equipment attached. The regenerators also serve as the connection point between lengths of the fiber. Without the regenerators, the lengths are unconnected and unusable.

29. A reasonable resolution of this issue would be to direct the parties to incorporate language in the Agreement indicating that "BellSouth shall not remove any regenerators or amplifiers installed on its dark fiber (to the extent any regenerators or amplifiers are installed on the fiber), unless requested to do so" by MCI WorldCom.

ISSUE 15

Issue:	*When an MCI WorldCom customer served via the UNE-platform makes a directory assistance or operator call, must the ANI-II digits be transmitted to MCI WorldCom via Feature Group D signaling from the point of origination? (Attachment 3, Section 7.2.1.16)*
MCIW position:	*Yes. BellSouth should route these calls to MCI WorldCom, via an AIN dip, over common transport to a BellSouth tandem. To provide this functionality, BellSouth should convert the signaling to Feature Group D signaling at the point of origination.*
BST position:	*No. BellSouth insists that OS/DA traffic be sent to MCI WorldCom via MOS signaling.*

30. The FCC has required ILECs to provide customized routing to new entrants via a compatible signaling protocol. 47 C.F.R. § 51.319 (f). Feature Group D signaling is compatible with MCI WorldCom's operator services and directory assistance ("OS/DA") platform, while the MOS signaling proposed by BellSouth is not. To send ANI-II digits to MCI WorldCom in a form useful to MCI WorldCom, BellSouth should use Feature Group D signaling from the point of origination. It is

technically feasible for BellSouth to handle MCI WorldCom DA/OS traffic in this fashion and doing so is required if BellSouth is to provide customized routing which effectively permits MCI WorldCom to use its own OS/DA platform. This form of customized routing will permit MCI WorldCom to receive the ANI-II digits required.

ISSUE 16

Issue:	*Should BellSouth be required to provide GR-303 equipped integrated digital loop carrier? (Attachment 3, Section 4.3.)*
MCIW position:	*Yes. BellSouth should be required to provide GR-303 equipped integrated digital loop carrier.*
BST position:	*No. BellSouth should not be required to provide GR-303 equipped integrated digital loop carrier because it has not deployed this equipment extensively in its network.*

31. GR 303 equipped Digital Loop Carrier ("DLC"), also referred to as "next generation" DLC, is the most modern, most efficient version of DLC being deployed today. If BellSouth is not deploying GR 303 DLC today, it is not deploying the most efficient, forward-looking network equipment available to it. If the Authority directs BellSouth to make GR 303 equipped DLC available, it will incent BellSouth to undertake a network modernization that BellSouth claims it has not voluntarily initiated.

32. GR 303 DLC allows for greater concentration of traffic and thus provides significant savings on feeder costs. The multi-hosting capability of GR-303 allows multiple switches, including those of CLECs, to be attached to the unbundled loops at the remote terminal. The ability to electronically cross-connect the loop to the feeder transport will minimize the need for costly, time consuming, and error prone manual cross connections.

33. Use of GR 303 is technically feasible and it is being deployed today by telephone companies. It is an efficient technology that saves on feeder costs and can be used in the new competitive environment to allow CLECs to access DLC loops in an efficient electronic, rather than expensive, manual fashion.

ISSUE 17

34. This issue has been consolidated with Issue 13 above.

ISSUE 18

Issue: *Is BellSouth required to provide all technically feasible unbundled dedicated transport between locations and equipment designated by MCI WorldCom so long as the facilities are used to provide telecommunications services, including interoffice transmission facilities to network nodes connected to MCI WorldCom switches and to the switches or wire centers of other requesting carriers? (Attachment 3, Section 10.1.)*

MCIW position: *Yes. BellSouth is required to provide dedicated interoffice transmission facilities to the locations and equipment designated by MCI WorldCom, including network nodes connected to MCI WorldCom switches and to the wire centers and switches of other requesting carriers.*

BST position: *No. BellSouth will not provide dedicated interoffice transmission facilities to nodes in MCI WorldCom's network connected to MCI WorldCom switches or to switches of other requesting carriers. BellSouth only will provide transport to an MCI WorldCom or BellSouth switch or wire center.*

35. Under the Act and FCC rules, BellSouth is required to provide nondiscriminatory access to interoffice transmission facilities throughout its network. BellSouth therefore must provide dedicated transport, where it has facilities in place, to nodes in MCI WorldCom's network and to wire centers of other requesting carriers.

BellSouth's position that it only should be required to provide dedicated transport to and from the switches and wire centers of the parties is inconsistent with the Act and FCC rules and should be rejected.

ISSUE 19

Issue:	*How should BellSouth be required to route OS/DA traffic to MCI WorldCom's operator services and directory assistance platforms (Attachment 3, Sections 7.3.2, 7.3.2.2, 7.3.2.3, 7.6.4, 14.2.1.5. and 14.2.8; Attachment 9, Sections 2.8.1, 2.8.1.1, 3.2.1.1, 3.5.2 and 3.5.2.1.)*
MCIW position:	*MCI WorldCom should have the option of having OS/DA traffic delivered to its OS/DA platforms in one of two ways. First, BellSouth should be required to transport this traffic using shared transport, either for all OS/DA calls or on an overflow basis, using a compatible signaling protocol from the point of origination. Second, BellSouth should be required, at MCI WorldCom's option, to provide dedicated transport for this traffic, using a compatible signaling protocol from the point of origination.*
BST position:	*BellSouth does not route operator services or directory assistance calls, or calls to other MCI WorldCom end points or platforms, through the tandem switch. BellSouth does not provide selective routing using Feature Group D signaling with conversion occurring at the point of origination.*

36. To provide OS/DA services efficiently using its own OS/DA platform, MCI WorldCom requires the option of transporting OS/DA traffic from BellSouth's switch using shared or dedicated transport, with overflow to transport if requested. Without access to shared transport, MCI WorldCom would be required to lease dedicated trunks from every BellSouth end office serving MCI WorldCom's customers, which would be prohibitively expensive and grossly inefficient. To deliver OS/DA

traffic via shared transport effectively, BellSouth must provide a compatible signaling protocol from the point of origination -- that is, at the BellSouth end office providing the unbundled switching.

37. When MCI WorldCom requests dedicated transport for OS/DA traffic, BellSouth should be required to provide selective routing to MCI WorldCom dedicated trunks carrying its OS/DA traffic, using a compatible signaling protocol from the point of origination.

38. To date, BellSouth has refused to provide shared transport for OS/DA traffic and failed to provide dedicated transport with effective selective routing using a compatible signaling protocol from the point of origination. BellSouth should be required to provide both of these options.

ISSUE 20

Issue:	*Should BellSouth be required to provide integrated packet handling capabilities in its ISDN switching offering? (Attachment 3, Section 7.5.2.1.1.)*
MCIW position:	*Yes. Integrated packet handling is one of the basic features of ISDN.*
BST position:	*BellSouth's position is unknown.*

39. MCI WorldCom has proposed language that would require BellSouth to provide integrated packet handling capabilities in its ISDN switching offering. Integrated packet handling is one of the basic features of ISDN that enables end users to transmit packet data over a "D" channel in an ISDN line. BellSouth has not yet accepted this language, and its position on it is unknown.

ISSUE 21

Issue: *Should BellSouth be required to provide line class codes to MCI WorldCom in BellSouth's switches throughout its nine state region within specified intervals? (Attachment 3, Section 7.6.5.)*

MCIW position: *Yes. Line class codes should be assigned on a regionwide basis.*

BST position: *BellSouth's position is unknown.*

40. BellSouth has proposed language providing targeted service intervals for selective routing, with the intervals depending on the number of line class codes being ordered. MCI WorldCom has requested BellSouth to clarify that BellSouth will provide the line class codes for all its switches throughout BellSouth's region within the specified intervals. BellSouth has not yet responded to MCI WorldCom's request for clarification.

ISSUE 22

Issue: *Should the Interconnection Agreements contain terms addressing line sharing? (Attachment 3, Sections 14.1-14.1.8.)*

MCIW position: *The Interconnection Agreements should contain terms addressing line sharing.*

BST position: *BellSouth would not discuss line sharing terms, claiming that it is premature to do so.*

41. The FCC promulgated rules governing line sharing several months ago and terms reflecting those rules should be incorporated in the Interconnection Agreements. There is no reason to delay consideration of this matter.

ISSUES 23

Issue: *Does MCI WorldCom's right to dedicated transport as an unbundled network element include*

SONET rings that exist on BellSouth's network? (Attachment 3, Sections 10.2.3, 10.5.2, 10.5.6.3, 10.5.9, 10.6, 10.7.2.16.)

MCIW position: *Yes. MCI WorldCom's right to dedicated transport as an unbundled network element includes SONET rings that exist on BellSouth's network.*

BST position: *No. BellSouth refuses to provide existing SONET rings on its network as unbundled dedicated transport.*

42. The Act and FCC regulations require BellSouth to provide dedicated transport as an unbundled network element. The Act and FCC regulations on this point include all high capacity transmission facilities, throughout BellSouth's ubiquitous transport network, and include existing ring transport architectures. UNE Remand Order, ¶ 324.

43. MCI WorldCom has proposed contract language to include existing SONET rings as unbundled transport. BellSouth refuses to provide this unbundled network element citing an FCC statement that ILECs are not required to construct new SONET transport facilities. As noted above, the contract language proposed by MCI WorldCom, consistent with the Act and FCC regulations, only includes existing SONET transport facilities as unbundled dedicated transport.

ISSUE 24

Issue: *Should BellSouth be required to support C-bit parity? (Attachment 3, Section 10.5.6.2.)*

MCIW position: *Yes. C-bit parity is a format accepted in the industry for non-channelized DS3 applications.*

BST position: *No. BellSouth claims it cannot support C-bit parity.*

44. MCI WorldCom has proposed language that would require BellSouth to provide DS3 transport using C-bit parity. C-bit parity is used for error checking to ensure accurate transmission of data. Most vendors producing ATM, DSLAMS, routers and other non-channelized applications use the C-bit parity format. BellSouth and other carriers have agreed to national standards for C-bit parity. BellSouth is capable of providing C-bit parity and should be required to do so. BellSouth's basis for asserting that it cannot support C-bit parity is unknown.

ISSUE 25

Issue:	*Should BellSouth be required to use spare facilities, when available, to bring MCI WorldCom customers back on line as quickly as possible? (Attachment 3, Section 10.7.2.12.)*
MCIW position:	*Yes. BellSouth should restore the customer's service first, then repair the facilities in question.*
BST position.	*No. The basis for BellSouth's position is unknown.*

45. MCI WorldCom has proposed language requiring BellSouth to provide spare facilities, where available, and equipment necessary for provisioning repairs, and to meet MCI WorldCom's maintenance standards. The purpose of the proposed language is to require BellSouth, when performing repairs on an MCI WorldCom end user, to bring up the customer's service as soon as possible, using any available spare facilities. Once the customer's service is restored, BellSouth should fix the problem and return the customer to the repaired facilities. The basis for BellSouth's opposition to this procedure is unknown.

ISSUE 26

Issue:	*Should BellSouth be required to permit MCI WorldCom to provision LIDB records associated*

with MCI WorldCom customers (such as additions, updates and deletions) directly into BellSouth's LIDB provisioning process? (Attachment 3, Section 13.4.2.10.)

MCIW position: *Yes. Direct entry of such modifications is the most efficient process.*

BST position: *No. When MCI WorldCom is providing services via UNEs, MCI WorldCom should be required to submit such updates to BellSouth's Database Administration Center. When MCI WorldCom is providing services via resale, MCI WorldCom should be required to submit such updates to the LCSC.*

46. MCI WorldCom has proposed language that would require BellSouth to permit MCI WorldCom to provision LIDB records associated with MCI WorldCom customers (such as additions, updates and deletions) directly into BellSouth's LIDB provisioning process. Direct submission of such information is the most efficient approach to updating the LIDB database. BellSouth's proposal that MCI WorldCom be required to submit such modifications to the Database Administration Center or the LCSC, depending on whether MCI WorldCom is providing service via UNEs or resale, is comparatively inefficient and should not be accepted.

ISSUE 27

Issue: *What access must BellSouth provide to its Advanced Intelligent Network and Service Creation Environment and Service Management Systems? (Attachment 3, Section 13.6.)*

MCIW position: *The appropriate access is described in the language proposed by MCI WorldCom in Attachment 3, Section 13.6.*

BST position: *BellSouth has rejected MCI WorldCom's language. The basis for BellSouth's position is unknown.*

47. MCI WorldCom has proposed language that, among other things, would require BellSouth to permit MCI WorldCom to develop competitive AIN 0.1 service applications via unbundled access to BellSouth's Service Creation Environment and Service Management Systems. Such access is required to enable MCI WorldCom to create its own services on BellSouth's platform. MCI WorldCom further notes that the language it proposes is in the parties' currently effective Interconnection agreements. BellSouth has rejected MCI WorldCom's proposed language for reasons that are unknown.

ISSUE 28

Issue:	*Should BellSouth provide the calling name database via electronic download or via similar convenient media? (Attachment 3, Section 13.7.)*
MCIW position:	*Yes. BellSouth should provide the calling name database via electronic download or via similar convenient media.*
BST position:	*No. BellSouth will not provide the calling name database via electronic download or similar convenient media.*

48. The calling name database is needed to provide a number of services to MCI WorldCom's customers, including Caller ID with Name service. The database should be provided via electronic download or on magnetic tape, which are the most efficient means of providing it.

49. The FCC has ruled that "Incumbent LECs must also offer unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name database, Operator Services/Directory Assistance databases, Advanced Intelligent

Network databases, and the AIN platform and architecture." UNE Remand Order, Executive Summary.

50. Electronic download is the most efficient, least costly means of providing the database. It is technically feasible to provide the information in this form, and indeed, the directory assistance database is provided via electronic download.

D. Interconnection Issues

ISSUE 29

Issue:	*Should calls from MCI WorldCom customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, be terminated by BellSouth from the point of interconnection in the same manner as other local traffic, without a requirement for special trunking? (Attachment 4, Section 1.1.1.)*
MCIW position:	*Calls from MCI WorldCom customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, should be terminated by BellSouth from the point of interconnection in the same manner as is other local traffic, without a requirement for special trunking.*
BST position:	*For calls from MCI WorldCom customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, MCI WorldCom should be required to trunk the calls to BellSouth's TOPS platform.*

51. BellSouth's UniServe, Zipconnect and similar services permit local call termination to a variety of locations. For example, a call to a retailer with multiple locations such as Pizza Hut, which subscribes to Uniserv, will be routed via the service to the nearest Pizza Hut to the caller. Such calls are local. Therefore, MCI WorldCom should deliver them to the point of interconnection over local interconnection trunks.

BellSouth should then transport and terminate these calls as it transports and terminates other local calls.

52. BellSouth proposes that MCI WorldCom place these calls on separate trunks to the BellSouth TOPS tandem. This requirement adds complexity to the network, increases opportunities for delay and error, and adds unnecessary trunking cost.

53. BellSouth's proposed method of enabling MCI WorldCom to provide Uniserve violates the interconnection requirements of the Act. Section 251(c)(2) of the Act requires incumbent local exchange carriers ("ILECs") to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network -- (A) for the transmission and routing of telephone exchange service and exchange access; (B) at any technically feasible point within the carrier's network; (C) that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and (D) on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, in accordance with the terms and conditions of the agreement and the requirements of this section and Section 252.

54. BellSouth's proposed method of enabling MCI WorldCom to provide Uniserve also violates the Act and the Local Competition Order by denying interconnection at technically feasible points within the network. It also violates the reciprocal compensation requirements of the Act. Section 251(b)(5) of the Act requires local exchange carriers "to establish reciprocal compensation arrangements for the transport and termination of telecommunications." This requirement clearly imposes an obligation on all local exchange carriers to transport and terminate telecommunications,

subject to reciprocal compensation arrangements. In the Local Competition Order, the FCC confirmed that all local exchange carriers have a duty to route and terminate traffic delivered to them by competing local exchange carriers. In addition, BellSouth's proposal violates the Act and the Local Competition Order because it does not route and terminate Uniserv calls delivered by competing local exchange carriers.

ISSUE 30

Issue	*How should Joint Fiber Facilities be augmented? (Attachment 4, Section 1.7.)*
MCIW position:	*MCI WorldCom proposes a 50% trigger to start the process to increase facility capacity.*
BST position:	*BellSouth asserts that this proposal is unworkable and imposes undue burdens on BellSouth.*

55. The decisions to augment the size of the trunk groups and to augment facilities need to have different triggers. Adding capacity to the facilities takes much longer than turning up a trunk group. Increasing capacity on facilities requires purchasing and installing more electronics equipment (i.e. FOTs) and possibly more fiber. This takes time for both companies, and the coordination efforts to interconnect these facilities. MCI WorldCom proposes a 50% trigger to start the process to increase facility capacity.

ISSUE 31

Issue:	*What level of capacity initially should be purchased and installed on joint optical interconnection facilities? (Attachment 4, Section 1.6.3.)*
MCIW position:	*The initial fiber optic system purchased and installed on the interconnection facilities should be at an OC-48 level.*

BST position: *BellSouth's position is unknown.*

56. The initial fiber optic system purchased and installed on the interconnection facilities should be at an OC-48 level, based on MCI WorldCom and BellSouth's existing volume and forecast of traffic. Any smaller level would be quickly used up, which would require MCI WorldCom to purchase, install, engineer, and groom the system a second time, which is inefficient for both companies. There should be no need to repeat the implementation steps. BellSouth has not responded to MCI WorldCom's contract language calling for an initial OC-48 level.

ISSUE 32

Issue: *Should there be any charges for use of a joint optical interconnection facility built 50% by each party? (Attachment 4, Sections 1.6.8, 1.6.9.)*

MCIW position: *No. There should be no charge by either party for use of the joint optical interconnection facility.*

BST position: *Yes. BellSouth proposes a charge for use of the joint optical interconnection facility for transit traffic under certain circumstances.*

57. There should be no charge for use of a joint optical interconnection facility for a variety of reasons. First, each party will bear 50% of the cost of constructing the facility. Second, to the extent that transit traffic traverses the joint optical interconnection facility, BellSouth will receive a transiting fee; i.e., the tandem switching rate. Any further charge would amount to BellSouth levying a charge for transport on MCI WorldCom for transport over a facility which MCI WorldCom paid 50% of the cost of constructing.

ISSUE 33

Issue: *Does MCI WorldCom have the right to require interconnection via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System (SONET ring)? (Attachment 4, Section 1.6.9.)*

MCIW position: *Yes. MCI WorldCom has the right pursuant to the Act, FCC regulations, and the Local Competition Order to require any technically feasible method of interconnection, including a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System.*

BST position: *No. BellSouth has the right to refuse to interconnect via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System.*

58. As an ILEC, BellSouth has the duty to provide interconnection for the facilities and equipment of any requesting telecommunications carrier at any technically feasible point. Act, § 251(c)(2)(B). The FCC's regulations on interconnection provide that:

> Except as provided in paragraph (e) of this section [concerning collocation], an incumbent LEC shall provide, on terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the requirements of this part, *any technically feasible method of obtaining interconnection* or access to unbundled network elements at a particular point upon a request by a telecommunications carrier.

47 C.F.R. § 51.321(a). (Emphasis added.)

59. Interconnection via a Fiber Meet Point Arrangement, jointly engineered and operated as a SONET ring is technically feasible. Indeed, MCI WorldCom and various ILECs currently interconnect in this manner. Moreover, the vast majority of BellSouth's trunks are operated as SONET rings. The fact that this method of obtaining

interconnection has been employed successfully constitutes substantial evidence that such method is technically feasible. 47 C.F.R. § 51.321(c).

60. The FCC has specifically found that one of the technically feasible methods of obtaining interconnection is a meet point interconnection arrangement. 47 C.F.R § 51.321(b)(2). The FCC has held that "other methods of technically feasible interconnection or access to incumbent LEC networks, such as meet point arrangements, in addition to virtual and physical collocation, must be made available to new entrants upon request." Local Competition Order, ¶ 553. The FCC went on to note that "although the creation of meet point arrangements may require some build out of facilities by the incumbent LEC, we believe that such arrangements are within the scope of the obligations imposed by sections 251(c)(2) and 251(c) (3)." *Id.* Not only has the FCC concluded that ILECs such as BellSouth must provide interconnection via meet point arrangements such as SONET rings, it has also concluded that ILECs are obligated to modify their facilities, if necessary, to accommodate interconnection. Local Competition Order, ¶ 198. The FCC has explained in this regard that:

> For example, Congress intended to obligate the incumbent to accommodate the new entrant's network architecture by requiring the incumbent to provide interconnection "for the facilities and equipment" of the new entrant. Consistent with that intent, the incumbent must accept the novel use of, and modification to, its network facilities to accommodate the interconnector or to provide access to unbundled elements.

Id. ¶ 202.

61. In sum, the interconnection method sought by MCI WorldCom is a technically feasible method of interconnection that is commonly used among telecommunications carriers. It has been found technically feasible by the FCC and

MCI WorldCom is entitled to a fiber meet point interconnection, jointly operated as a SONET ring, pursuant to the Act and the FCC's regulations.

ISSUE 34

Issue:	*Is BellSouth obligated to provide and use two-way trunks that carry each party's traffic? (Attachment 4, Section and 2.1.1.2 and 2.1.2.)*
MCIW position:	*Yes. BellSouth must provide and use two-way trunks pursuant to FCC regulations. Two-way trunks are more cost efficient and make testing easier.*
BST position:	*No. BellSouth believes that it should be able to use one-way trunking for its traffic if it chooses.*

62. BellSouth is required to provide two-way trunking upon request, pursuant to FCC regulations. 47 C.F.R. § 51.305(f).

63. Two-way trunks are more efficient than one-way trunks, with respect to the interconnection facilities used and the number of trunk ports required. That is, where two-way trunks are employed fewer total interconnection facilities and trunk ports are required than is the case with one-way trunks.

64. BellSouth has stated that although it will provide two-way trunks to MCI WorldCom upon its request, it will not necessarily use those trunks for its own traffic. Of course, if BellSouth refuses to use the two-way trunks for its own traffic, the efficiencies of two-way trunking are defeated and the costs for both parties are unnecessarily escalated. BellSouth should not be able to undermine the purpose of two-way trunks by insisting on using one-way trunks for its own traffic.

ISSUE 35

Issue:	*If the parties ever choose to implement a combination trunk group, should that trunk group*

be operated as a two-way trunk? (Attachment 4, Sections 2.1.1.3-2.1.1.3.2, 2.2.6-2.2.7.)

MCIW position: *Yes. If in the future the parties choose to implement a combination trunk group, that trunk group should be operated as a two-way trunk.*

BST position: *No. BellSouth reserves the right to refrain from using a combination trunk group.*

65. As previously discussed with respect to Issue 34, the FCC's regulations require ILECs to provide and use two-way trunks upon request from a new entrant. BellSouth's assertion that it can reserve the right to use one-way trunks for its traffic means that the trunks used by MCI WorldCom are one-way trunks as well, in violation of MCI WorldCom's right to two-way trunks under the FCC's regulations.

ISSUE 36

Issue: *Does MCI WorldCom, as the requesting carrier, have the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point? (Attachment 4, Sections 1.3 and 1.3.1, Attachment 5, Section 2.1.4.)*

MCIW position: *Yes. MCI WorldCom has the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations to designate the network point (or points) of interconnection at any technically feasible point.*

BST position: *No. Each party should be able to select the point of interconnection for its own originating traffic.*

66. Section 251(c)(2) of the Act requires ILECs to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection at any technically feasible point. The FCC has noted that this obligation is imposed upon ILECs only, not upon new entrants. Local Competition Order, ¶¶ 184, 220. The Act

imposes interconnection duties on ILECs such as BellSouth and grants interconnection rights, such as the right to choose any technically feasible interconnection point, to requesting carriers such as MCI WorldCom. The FCC has noted that "[o]f course, requesting carriers have the right to select points of interconnection at which to exchange traffic with an incumbent LEC under Section 251(c)(2)." Local Competition Order, ¶ 220, n.464.

67. The Local Competition Order sets forth the right of competing carriers to choose the points of interconnection: "The interconnection obligation of section 251(c)(2), discussed in this section, allows competing carriers to choose the most efficient points at which to exchange traffic with incumbent LECs, thereby lowering the competing carrier's costs of, among other things, transport and termination of traffic." Local Competition Order, ¶ 172. MCI WorldCom's right to designate the point of interconnection so as to lower its costs, including its cost of transport and termination of traffic, includes the right to designate the point of interconnection associated with traffic that originates on BellSouth's network, which MCI WorldCom must terminate.

68. Permitting BellSouth to choose points of interconnection would give it the opportunity to thwart competition. BellSouth might, for example, choose to designate its end offices as the point of interconnection for traffic it originates. In this way, BellSouth could force MCI WorldCom to build facilities to each BellSouth end office or to pay to transport BellSouth traffic to MCI WorldCom's network. BellSouth's position is inconsistent with the Local Competition Order, FCC regulations, and the Act -- which do not require MCI WorldCom to extend its facilities to each BellSouth end office, but do impose on BellSouth the obligation to provide interconnection for MCI

WorldCom facilities at points designated by MCI WorldCom. Moreover, BellSouth's proposal would impose either an inefficient network architecture on MCI WorldCom or would force it to bear unnecessary transport costs. In either case, BellSouth's position is inconsistent with the FCC's holding that new entrants may choose points of interconnection so as to lower their costs.

ISSUE 37

Issue:	*Should BellSouth be permitted to require MCI WorldCom to fragment its traffic by traffic type so it can interconnect with BellSouth's network? (Attachment 4, Sections 2.2.6-2.2.7)*
MCIW position:	*No. Such fragmentation is inefficient and wasteful.*
BST position:	*Yes. BellSouth should be permitted to fragment trunk groups by traffic type because it maintains such separate trunk groups for itself.*

69. MCI WorldCom has proposed language that would require BellSouth to provision trunks without requiring trunk fragmentation by traffic type. BellSouth has opposed MCI WorldCom's proposed language because it wants the right to require such fragmentation. The fragmented trunking proposed by BellSouth is terribly inefficient, using up switch ports and DS1/3 capacity unnecessarily. BellSouth is one of the few ILECs in the country requiring this segregation of traffic. MCI WorldCom's proposed language would prevent BellSouth's wasteful practice, would lead to greater network efficiency, and should be adopted.

ISSUE 38

Issue: *Should MCI WorldCom be entitled to interconnect at a BellSouth remote end office? (Attachment 4, Section 2.2.6.)*

MCIW position: *Yes. MCI WorldCom is entitled to interconnect at a BellSouth remote end office, when technically feasible.*

BST position: *No. It is not technically feasible to interconnect at BellSouth's remote end offices.*

70. BellSouth contends that is it not technically feasible to connect to its remote end offices. MCI WorldCom does have "remote" switching modules in its local network where it is technically feasible to directly connect. This is a more efficient network because the carrier does not have to tie up switch ports in both the host and the remote switch for all connectivity to the remote. MCI WorldCom wants the option to connect to BellSouth's remote offices in the most efficient way possible when BellSouth upgrades its network.

ISSUE 39

ISSUE: *How should Wireless Type 1 and Type 2A traffic be treated under the Interconnection Agreement? (Attachment 4, Section 9.7.2.)*

MCIW position: *This traffic should be routed on the local/intralata/transit logical trunk group that rides the mid-span fiber meet facilities. MCI WorldCom agrees with BellSouth that the Type 1 traffic is not really "meet point" traffic. Type 2A traffic, however, should be billed in accordance with the OBF Meet Point Billing guidelines as described in response Issue 45 below.*

BST position: *Type 1 traffic should be treated for routing and billing purposes as though it were landline traffic originated by BellSouth or MCI WorldCom. Type 2A traffic should be treated similarly when the*

carriers have implemented Meet Point Billing capabilities consistent with industry guidelines.

71. MCI WorldCom agrees with BellSouth that Type 1 traffic will look like it is originating from BellSouth, and that Type 2A traffic will look like it is originating from the Wireless Carrier. This traffic should be routed on the local/intraLATA/transit logical trunk group that rides the mid-span fiber meet facilities. There should be no separate trunking for this traffic. MCI WorldCom agrees with BellSouth that the Type 1 traffic is not really "meet point" traffic. Type 2A traffic, however, should be billed in accordance with the OBF Meet Point Billing guidelines as described in response to Issue 45 below. BellSouth should be required to implement this industry standard.

ISSUE 40

Issue: *What is the appropriate definition of internet protocol (IP) and how should outbound voice calls over IP telephony be treated for purposes of reciprocal compensation? (Attachment 4, Section 9.10.)*

MCIW position: *The question of whether long-distance carriers should pay access charges when they utilize IP telephony is beyond the scope of this arbitration proceeding. The FCC has not imposed interstate access charges on IP telephony; the only available form of inter-carrier compensation for the services at issue in this arbitration is reciprocal compensation.*

BST position: *BellSouth believes that the Interconnection Agreement should specify that voice over IP traffic is switched access traffic.*

72. While BellSouth has raised this issue as being at least somewhat related to the definition of IP, its position merely makes a sweeping generalization as to the "use" of IP, not what IP actually is. This is a significant failing, as defining IP is a

prerequisite for any discussion of how such traffic should be treated. In its 1998 Report to Congress, the FCC examined "Internet-based services known as IP telephony." Federal-State Joint Board on Universal Service, Report to Congress, CC Docket No. 96-45, FCC 98-67 at ¶ 83 (April 10, 1998) ("Report"). The FCC defined "IP telephony" as "services [that] enable real-time voice transmission using Internet protocols," Report at ¶ 84, and recognized that a "wide range of service can be provided using packetized voice." Report at ¶ 90. Ultimately, the FCC declined to make any definitive pronouncements regarding the regulatory status of various specific forms of IP telephony. Report at ¶ 90. The FCC has also declined to require providers of IP telephony to pay access charges.

73. BellSouth's position suggests that the mere presence of IP indicates that "traditional long-distance calling" is the service being provided. BellSouth's position fails to recognize that IP telephony can be utilized to provide, in the FCC's words, a "wide range of service." Treating all traffic that uses IP as long-distance would erroneously categorize all such traffic, even that which is local in nature.

74. There are only two forms of inter-carrier compensation local carriers receive for assisting each other in delivering calls: "reciprocal compensation" and "access charges." Congress recognized that when a customer of one carrier makes a local call to a customer of another carrier, the caller pays only its own carrier for the telephone services – leaving the other carrier uncompensated. The Telecommunications Act of 1996 therefore requires the caller's local carrier to compensate the other carrier whose facilities are used to complete the local call. The second form of inter-carrier compensation is access charges. When a caller makes a long-distance call, he pays his

long-distance company – not his local carrier – for the call. The long-distance company pays access charges to local telephone carriers to compensate them for originating and terminating the long-distance calls over their networks.

75. Because the FCC has not imposed interstate access charges on IP telephony, the only available form of inter-carrier compensation for the services at issue in this arbitration is reciprocal compensation. As the Authority has previously recognized, reciprocal compensation applies to calls delivered to internet service providers ("ISPs") in the local calling area.

76. The question of whether long-distance carriers should pay interstate access charges when they utilize IP telephony is beyond the scope of this arbitration proceeding.

ISSUE 41

Issue:	*Should the Interconnection Agreements contain language which, while purporting to address the issue of false traffic generated for the purpose of obtaining increased reciprocal compensation, actually excludes traffic to Internet Service Providers from reciprocal compensation obligations? (Attachment 4, Section 9.3.1.)*
MCIW position:	*No. The contract should not include language which excludes calls to Internet Service Providers from reciprocal compensation obligations.*
BST position:	*Yes. BellSouth has proposed contract language which, while purporting to address the issue of false traffic generated for the purpose of obtaining increased reciprocal compensation, actually excludes traffic to Internet Service Providers from reciprocal compensation obligations.*

77. BellSouth has proposed language for inclusion in the Interconnection Agreements (Attachment 4, Section 9.3.1) that BellSouth has characterized as intended

to prevent the generation of false traffic for the purpose of receiving increased reciprocal compensation. However, the language proposed by BellSouth is vague and will exclude ISP calls from the reciprocal compensation obligations of the Interconnection Agreement. Calls to ISPs are local, and subject to reciprocal compensation, as the Authority has previously ruled. The language newly proposed by BellSouth should not be incorporated into the contract.

ISSUE 42

Issue:	*Should MCI WorldCom be permitted to offer tandem services for switched access traffic? (Attachment 4, Section 2.3.8.)*
MCIW position:	*Yes. BellSouth should not be permitted to monopolize the tandem services business.*
BST position:	*No. MCI WorldCom should be prohibited from delivering switched access traffic by any means other than switched access trunks and facilities.*

78. BellSouth has proposed language that would prohibit MCI WorldCom from delivering switched access traffic by any means other than switched access trunks and facilities. Such a prohibition effectively would require MCI WorldCom to route all toll traffic to BellSouth's access tandems using special access facilities, and would preclude MCI WorldCom from routing toll traffic from its own tandem switches to BellSouth end offices via UNE facilities. BellSouth's language would ensure that it always would be able to charge for tandem and transport when terminating toll traffic, and would eliminate competition for tandem and transport services. BellSouth's proposed language is anti-competitive and should be rejected.

ISSUE 43

Issue: *When the ANI, CPN and BTN are not available, should the parties be required to include in the information transmitted with the call the NPA/NXX associated with the trunk group or the telephone number associated with the trunk group? (Attachment 4, Section 9.2.2.)*

MCIW position: *Yes. The parties should be required to provide the telephone number associated with the trunk.*

BST position: *BellSouth's position is unknown.*

79. When the automatic number identification ("ANI"), calling party number ("CPN") and billing telephone number ("BTN") are not available, the parties should include in the information transmitted with the call the telephone number associated with the trunk group used to originate the call. This information enables the parties to identify the source of the call and thus to bill the appropriate rates to the appropriate party. If only the NPA/NXX is provided, the source of the call cannot be determined.

ISSUE 44

Issue: *Should BellSouth be required to provide an inclusive list of NXXs associated with each local calling area, with updates as requested by MCI WorldCom? (Attachment 4, Section 2.2.8.)*

MCIW position: *Yes. MCI WorldCom requires this information for accurate billing.*

BST position: *No. This information is available from other sources.*

80. MCI WorldCom has proposed language that would require BellSouth to provide an inclusive list of NXXs associated with each local calling area, and updates as requested by MCI WorldCom. MCI WorldCom requires this information so it can bill reciprocal compensation correctly. BellSouth claims this information is available from

the North American Number Plan Administrator ("NANPA"), but the NANPA does not have information defining which NXXs are associated with the local calling areas used by BellSouth. Only BellSouth has that information.

ISSUE 45

Issue:	*How should third party transit traffic be routed and billed by the parties? (Attachment 4, Sections 9.5.1, 9.5.2, 9.5.3, 9.7.1, 10.7.1.1 and 10.7.2.)*
MCIW position:	*From a routing perspective, this traffic should be exchanged over the same logical trunk group as all other local and intraLATA toll traffic. BellSouth should bill the originating carrier consistent with the Ordering and Billing Forum (OBF) Meet Point Billing Guidelines (single bill/single tariff option).*
BST position:	*BellSouth proposes that MCI WorldCom be required to order separate local transit switched access trunks and that billing be handled via a different OBF option.*

81. Transit traffic, whether the jurisdiction of the call is local or intraLATA toll, should be routed and billed in the most efficient way possible for all local exchange carriers ("LECs"). From a routing perspective, this traffic should be exchanged over the same logical trunk group as all other local and intraLATA toll traffic. This reduces the number of trunk groups needed for both companies, and keeps translations simple for both companies. Typically, the volume of transit traffic does not warrant its own trunk group to each tandem.

82. From a billing perspective, it is also efficient to minimize the number of bills and record exchange for transit traffic. For example, if a call is originated from MCI WorldCom, transited by BellSouth, and terminated to an independent LEC, MCI WorldCom proposes that BellSouth bill MCI WorldCom for a transiting charge, and the

call termination charges as well. BellSouth would then settle up with the independent LEC, as it has done for years. The independent LEC would not have to go through the network expense of separate trunk groups and billing expense for billing this small volume of traffic from MCI WorldCom, but would obtain payment from BellSouth, because BellSouth billed MCI WorldCom. In this manner, all carriers along the route are compensated for their piece of carrying the call. Likewise, if a call is originated from an independent LEC, transited through BellSouth, and terminated to MCI WorldCom, MCI WorldCom proposes that BellSouth bill the independent LEC for a transiting charge (if applicable), and MCI WorldCom bill BellSouth for terminating that call on the MCI WorldCom network. BellSouth would obtain payment from the independent LEC. This practice is consistent with the Ordering and Billing Forum (OBF) Meet Point Billing Guidelines (single bill/single tariff option). And it reduces the number of trunks groups, record exchange, and number of bills (to render and to audit) for all carriers.

ISSUE 46

Issue:	*Should BellSouth be permitted to impose restrictions on MCI WorldCom's ability to assign NPA/NXX codes to MCI WorldCom's end-users? (Attachment 4, Section 9.4.6.)*
MCIW position:	*No. BellSouth should not be permitted to impose restrictions on MCI WorldCom's ability to assign NPA/NXX codes to MCI WorldCom's end-users.*
BST position:	*Yes. BellSouth proposes that CLECs be prohibited from assigning NPA/NXXs to end users located outside the local calling area of the rate center with which the NPA/NXX has been associated.*

83. To impose BellSouth's view of what local services a CLEC should offer, BellSouth proposes to restrict the ability of CLECs to assign NPA/NXX codes to CLEC end users by forcing such assignments to be tied to the physical location of the CLEC's end user. BellSouth proposes that CLECs be prohibited from assigning NPA/NXXs to end users located outside the local calling area of the rate center with which the NPA/NXX has been associated. As justification, BellSouth asserts that without this restriction it would not be able to make a determination as to the jurisdiction of the traffic (i.e., local vs. non-local) originated by BellSouth end users.

84. BellSouth's confusion is self-imposed. Jurisdiction of traffic is properly determined by comparing the rate centers associated with the originating and terminating NPA/NXXs for any given call. Comparison of the rate centers associated with the calling and called NPA/NXXs is consistent with how the jurisdiction of traffic and the applicability of toll charges are determined within the industry today.

85. The BellSouth proposed restriction effectively would prohibit MCI WorldCom from competing directly with BellSouth for some local services. In particular, such a restriction would affect Foreign Exchange (FX) service and variations of that service.

86. Assignment of an NPA/NXX "located" in an exchange different than the exchange in which the end user is located is the very definition of FX service. CLECs offer this service today in direct competition with the ILECs. With BellSouth's proposed restriction CLECs would no longer be able to offer FX service.

87. If the retail FX service is provided by BellSouth, NPA/NXXs can be assigned to end users outside the local calling area of the rate center with which the

NPA/NXX has been associated. And the jurisdiction (i.e., local vs. toll) of traffic delivered from the foreign exchange to the end user will be determined as if the end user were physically located in the foreign exchange. Under the BellSouth proposal, a CLEC could not offer FX service; but even if it could such traffic would be classified as toll.

88. Simply put, BellSouth's proposal, in violation of the Act, effectively would prohibit MCI WorldCom from offering FX service in competition with BellSouth. This position is anti-competitive, anti-consumer, and discriminatory.

89. The proper resolution of this issue is for MCI WorldCom to be allowed to establish routing points different than the rating points associated with the NPA/NXX being assigned to MCI WorldCom's end user with no restriction on location of the end user as long as that location is within the same LATA as the NPA/NXX being assigned. Further, the proper method for determination of traffic jurisdiction is to compare the rate centers associated with the originating and terminating NPA/NXXs.

ISSUE 47

Issue:	*Should reciprocal compensation payments be made for calls bound to ISPs? (Attachment 4, Section 9.3.2.).*
MCIW position:	*Yes. Reciprocal compensation payments should be applicable to calls made from one carrier's customers to the ISP customer of the other carrier.*
BST position:	*No. Reciprocal compensation payments should not be made on calls from one carrier's customers to the ISP customer of the other carrier.*

90. When a BellSouth customer calls its ISP, BellSouth delivers the call to the local exchange carrier that serves the ISP. If that carrier is MCI WorldCom, for example, MCI WorldCom in turn delivers the call to the ISP. MCI WorldCom incurs

costs in delivering the call to the ISP and should be compensated for the service provided. MCI WorldCom should not be required, as BellSouth proposes, to deliver traffic originated by BellSouth customers, at no charge.

91. *Bell Atlantic Telephone Companies v. Federal Communications Commission, et al.*, decided March 24, 2000 by the D.C. Circuit Court of Appeals, vacated and remanded the *Declaratory Ruling in CC Docket No. 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Inter-Carrier Compensation for ISP-Bound Traffic*, released February 26, 1999 ("Declaratory Ruling"), to the FCC for further consideration. Accordingly, there is no federal order even suggesting that that calls to ISPs are anything but local, and the Court's analysis strongly suggests that these calls are local and that they terminate at the ISP.

92. Most states, including Tennessee, which have addressed this issue have concluded that reciprocal compensation payments should be made on ISP-bound traffic. Each of these states has recognized that it possesses the jurisdiction to direct the payment of reciprocal compensation for ISP-bound traffic. The Authority, in *In re Petition of NextLink Tennessee, L.L.C., for Arbitration of Interconnection with BellSouth Telecommunications, Inc.*, Docket No. 98-00123, held on May 18, 1999 in its *First Order of Arbitration Award*, that reciprocal compensation should be paid by BellSouth for ISP-bound traffic.

93. The Declaratory Ruling set forth a number of factors that a state commission can consider in determining whether reciprocal compensation should apply to ISP-bound traffic. This aspect of the Declaratory Ruling was not criticized by the

D.C. Circuit and the FCC's analysis in this respect remains valid. Application of these factors in the case of BellSouth leads to the conclusion that reciprocal compensation applies to ISP-bound traffic. For example: (i) ISP traffic is indistinguishable from other local traffic and is carried on the same local interconnection trunks; (ii) BellSouth customers dial a local number to reach their ISP; (iii) BellSouth treats calls by its customers to an ISP as local calls, and does not bill those calls; (iv) ISPs purchase service out of local business tariffs; and (v) BellSouth has treated calls to ISPs as local calls in the jurisdictional separations filed with the FCC.

94. This conclusion is consistent with the FCC's acknowledgement that "our policy of treating ISP-bound traffic as local for purposes of interstate access charges would, if applied in the separate context of reciprocal compensation, suggest that such compensation is due for that traffic." *Id.* ¶ 25.

ISSUE 48

95. This issue has been consolidated with Issue 45 above.

ISSUE 49

Issue: *Should the designation of Local Traffic be dependent on the type of switching technology used, including packet switching? (Attachment 4, Section 10.3.3 (BST Section 9.3.3)*

MCIW position: *No. The designation of local traffic should not be dependent on the type of switching technology used.*

BST position: *Yes. The designation of local traffic is dependent on the type of switching technology used.*

96. BellSouth apparently believes that technology that is different from traditional, circuit switched technology, even when used to perform the same functions as that involved in providing local service, would necessarily result in "long-distance

calling" as the service provided. BellSouth fails to recognize that new technologies, such as packet switching, can and should be utilized to provide a wide range of services, and that it is the function that such technologies provide in a given case that determines the appropriate compensation mechanism to be applied between the interconnecting parties. MCI WorldCom therefore proposes language to ensure that implementation of current or new technologies, specifically switching technologies, will not be used by BellSouth to redefine what constitutes local traffic, and, therefore, that reciprocal compensation will be payable when appropriate.

97. In the Local Competition Order, the FCC addressed switching in its provision of specific definitions for the "transport" and "termination" functions as they relate to reciprocal compensation. With regard to "transport," the FCC found as follows:

> We define "transport," for purposes of section 252(b)(5), as the transmission of terminating traffic that is subject to section 252 (b) (5) from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party (or equivalent facility provided by a non-incumbent carrier

Local Competition Order, ¶ 1039. With regard to "termination" the FCC defined it as:

> For purposes of section 251 (b) (5), as the switching of traffic that is subject to section 251 (b) (5) at the terminating carrier's end office switch (or equivalent facility) and delivery of that traffic from that switch to the called party's premises.

Local Competition Order, ¶ 1040 (emphasis added). The FCC did not place any qualifiers on the type of technology used to complete these functions in determining reciprocal compensation obligations.

98. Treating all traffic that utilizes packet switching as long-distance would erroneously categorize all such traffic that is actually *local* in nature, and would tend to stifle technological innovation. The Authority should safeguard against BellSouth's interpretation by adopting MCI WorldCom's proposed language.

ISSUE 50

Issue:	*Should MCI WorldCom's compensation under the Agreement for functions comparable to BellSouth's be constrained by the type of transport and switching it provides, rather than the equivalence of function provided? (Attachment 4, Sections 9.4, 10.4.2.1-10.4.2.3.)*
MCIW position:	*No. It is the function provided that should determine the compensation.*
BST position:	*Yes. Compensation for switching and transport is payable only to the extent MCI WorldCom uses BellSouth's network design and configuration.*

99. MCI WorldCom employs a single switch to perform the same functions for which BellSouth employs a tandem switch and end offices subtending the tandem switch. MCI WorldCom's network configuration makes use of the new technologies available and is thus more efficient. Moreover, MCI WorldCom does not use the same "common" transport used by BellSouth, but performs the same function as provided by BellSouth in transporting calls originated on the other's network.

100. BellSouth wants to base the compensation payable to MCI WorldCom on BellSouth's embedded network design and configuration. BellSouth wants to limit the ability of MCI WorldCom to obtain, and in some cases prevent MCI WorldCom altogether, from obtaining compensation for transport and termination, at the same rates

applicable to BellSouth's transport and termination using a tandem switch and providing common transport.

101. FCC Rule 51.701(c) provides that a CLEC be compensated for "transport" that is provided through an "equivalent facility." "Termination" is defined in subsection (d) of that rule as the "switching of local telecommunications traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises."

Paragraph 1090 of the Local Competition Order states, in part:

> [S]tates shall . . . consider whether new technologies (e.g., fiber ring or wireless networks) perform functions similar to those performed by an incumbent LEC's tandem switch and thus, whether some or all calls terminating on the new entrant's network should be priced the same as the sum of transport and termination via the incumbent LEC's tandem switch.

Based on these and other rules, MCI WorldCom's proposed language should be adopted.

ISSUE 51

Issue:	*Is BellSouth required to pay tandem charges when MCI WorldCom terminates BellSouth local traffic using a switch serving an area comparable to a BellSouth tandem? (Attachment 4, Section 10.4.2.)*
MCIW position:	*Yes. When an MCI WorldCom local switch covers a geographic area comparable to the area served by a BellSouth tandem, MCI WorldCom is entitled to charge BellSouth the tandem rate, meaning the rate for tandem switching, transport and end office switching.*
BST position:	*No. BellSouth contends MCI WorldCom should not be entitled to charge the tandem rate under these circumstances.*

102. Section 251(b)(5) of the Act imposes on each local exchange carrier "[t]he duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications." Section 252(d)(2)(A) of the Act further provides as follows:

> For the purposes of compliance by an incumbent local exchange carrier with section 251(b)(5), a State commission shall not consider the terms and conditions for reciprocal compensation to be just and reasonable unless --
>
> > (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier; and
> >
> > (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls.

103. FCC Rule 51.711(a) requires that "[r]ates for transport and termination of local telecommunications traffic shall be symmetrical," subject to certain exceptions that do not apply to MCI WorldCom. Rule 51.711 (a)(1) defines "symmetrical rates" as rates that a carrier such as MCI WorldCom assesses upon an incumbent LEC for transport and termination of local telecommunications traffic equal to those that the incumbent LEC assesses upon the other carrier for the same services." Rule 51.711(a)(3) specifically provides:

> Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection rate.

104. When an MCI WorldCom local switch covers a geographic area comparable to the area served by a BellSouth tandem, as is the case in Tennessee, MCI

WorldCom is entitled to charge BellSouth the tandem rate, meaning the rate for tandem switching, transport and end office switching. BellSouth has refused to agree to contract language that would incorporate such symmetrical treatment. MCI WorldCom's proposed language should be adopted.

ISSUE 52

Issue:	*Should BellSouth be required to pay access charges to MCI WorldCom for non-presubscribed intraLATA toll calls handled by BellSouth? (Attachment 4, 10.5.1.2.)*
MCIW position:	*Access charges should always be assessed against the intraLATA toll carrier.*
BST position:	*BellSouth should not be required to pay access charges to MCI WorldCom for non-presubscribed intraLATA toll calls handled by BellSouth.*

105. When BellSouth provides intraLATA service, it is required to provide applicable originating and terminating access to the other carriers involved in transmitting the call. BellSouth proposes, without any basis, that it not be required to pay such access charges to MCI WorldCom when BellSouth provides non-presubscribed intraLATA toll service. In such cases, BellSouth contends, MCI WorldCom should collect access charges from the customer's local carrier. BellSouth's position should be rejected.

ISSUE 53

Issue:	*Should call jurisdiction be based on the calling party number or on jurisdictional factors that represent averages? (Attachment 4, Section 10.6.1.)*
MCIW position:	*Call jurisdiction for purposes of billing should be based on the calling party number.*

BST position: *Call jurisdiction for purposes of billing should be based on industry averages such as "percent interstate use" or "percent local use."*

106. MCI WorldCom and BellSouth should be as accurate as possible in rendering bills to one another for call termination. Accuracy in determining whether a given call is subject to reciprocal compensation payments or access charges is maximized when the calling party number is used to make the determination. The use of jurisdictional factors such as percent interstate use or percent local use involves the use of averages in lieu of actual data, and is less accurate. Jurisdictional factors should only be used when calling party number is not available.

E. Collocation Issues

ISSUE 54

Issue: *Should security charges be assessed for collocation in offices with existing card key systems, and how should security costs be allocated in central offices where new card key systems are being installed? (Attachment 5, Attachment 1, Appendix 1.)*

MCIW position: *Security charges should not be assessed for collocation in central offices with existing card key systems. Security costs for collocation in central offices in which new systems are built should be assessed on a pro-rata basis.*

BST position: *Security charges should be assessed for collocation in central offices with existing card key systems. Security costs for collocation in central offices in which new systems are built should be allocated on a per capita basis.*

107. BellSouth incurs no incremental (or out of pocket) expense for the installation of card reader systems in offices with existing systems. Assessment of

security charges in these offices has no basis in cost and constitutes a windfall for BellSouth.

108. When BellSouth installs a new card reader system, it does so because it has chosen to do so to protect its equipment. While it is BellSouth's choice that causes these costs to be incurred, collocators may be marginal beneficiaries of BellSouth's choice. To the extent that both BellSouth and the collocators are the beneficiaries of reasonable security measures, a reasonable allocation of the costs should be developed. A reasonable allocation must bear some relationship to the benefits derived by each party.

109. A pro-rata allocation of security costs based upon the square footage occupied by BellSouth and each collocator in the central office is appropriate. BellSouth chooses to incur security costs to protect its equipment. A pro-rata allocation of security costs based on the square footage occupied by BellSouth and each collocator will result in each carrier (including BellSouth) being assessed a cost that is related to the benefit it derives from the security system. A carrier that occupies a good deal of space and protects a large amount of telecommunications equipment will be assessed a greater share of the security costs than a carrier that occupies a small space and is protecting only a small amount of equipment.

110. The FCC has endorsed the use of a pro-rata cost allocation based on square footage in the context of site preparation charges. Specifically, the FCC has ruled that:

> In addition, the incumbent must prorate the charge for site conditioning and preparation undertaken by the incumbent to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers

> actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating carrier based on the percentage of the total space utilized by that carrier.

First Report and Order, In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, FCC 99-48, March 31, 1999, ¶ 41 ("Advanced Services Order"). *See also id.* at ¶ 51.

111. A per capita allocation of security costs would assess all carriers the same charge regardless of the amount of space occupied. This allocation is arbitrary and fails to recognize that BellSouth chooses to incur these costs. Moreover, a per capita allocation bears no relationship to the different level of benefits derived by each carrier from a security system. A charge based on the percentage of the total space utilized by a CLEC is consistent with law and precedent, and is within the Authority's jurisdiction to decree.

ISSUE 55

Issue:	*Should BellSouth be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application? (Attachment 5, Section 2.1.1.3.)*
MCIW position:	*Yes. BellSouth should be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application.*
BST position:	*No. BellSouth will not provide a response to a collocation application within fifteen days.*

112. The Authority should establish a firm interval within which BellSouth must supply a complete response to a collocation application. Absent a Authority rule setting forth a response interval, BellSouth will have no incentive to respond in a reasonable time frame. Moreover, BellSouth is seeking additional time in which to

respond to certain numbers of applications for collocation, without having demonstrated to the Authority that BellSouth needs such additional periods. A fifteen day response interval is reasonable, consistent with precedent, and within the Authority's jurisdiction to require.

ISSUE 56

Issue:	*Should BellSouth be required to provide DC power to adjacent collocation space? (Attachment 5, Section 3.4.)*
MCIW position:	*Yes. BellSouth should be required to provide DC power to adjacent collocation space.*
BST position:	*No. BellSouth cannot provide DC power to adjacent collocation space.*

113. The FCC's regulations require BellSouth to provide collocation in adjacent collocation space, such as controlled environmental vaults or similar structures. The regulations also require BellSouth to provide power and physical collocation services subject to the same nondiscrimination requirements applicable to any other physical collocation arrangement. 47 C.F.R § 51. 323 (k)(3). DC power is required for collocated equipment. BellSouth provides DC power to itself. Notwithstanding these facts, BellSouth categorically refuses to provide DC power. BellSouth must provide DC power to MCI WorldCom's equipment in an adjacent collocation if it provides DC power to the equipment in the central office. This issue is significant because if BellSouth does not provide DC power, MCI WorldCom must incur significant costs to accommodate AC power.

114. The Advanced Services Order, at paragraph 44, requires that the incumbent provide power in this situation subject to the same nondiscrimination

requirements as traditional collocation arrangements. The Texas Public Utilities Commission has mandated that Southwestern Bell Telephone Company provide DC power to adjacent collocation space. Because the *Advance Services Order*, at paragraphs 8 and 45, as well as 47 C.F.R. Section 51.321 (c), dictate that there is a rebuttable presumption of technical feasibility when a collocation method has been used by an ILEC or mandated by a state public utility commission, this Authority should exercise its jurisdiction to order BellSouth to provide DC power.

ISSUE 57

Issue:	*Should the Interconnection Agreement include terms and conditions regarding virtual collocation? (Attachment 5, Section 6.)*
MCIW position:	*Yes. The Interconnection Agreement should contain the terms and conditions governing the provision of virtual collocation.*
BST position:	*No. Virtual collocation terms and conditions are tariffed and there is no need to negotiate virtual collocation terms and conditions.*

115. Section 251(c)(1) of the Act obligates ILECs to negotiate the terms and conditions of agreements to fulfill their duties under the Act with respect to various matters, including collocation. In the Local Competition Order, at paragraph 551, the FCC stated that Section 251(c)(6) does not limit the authority to require virtual collocation, and that Congress intended to expand, not restrict, the choices of interconnection available to requesting carriers. BellSouth's position -- that virtual collocation need not be negotiated or included in the Interconnection Agreement -- is a violation of both its obligation to negotiate the terms and conditions of collocation and its duty to include the terms in the Interconnection Agreement.

116. Section 252 of the Act envisions that parties initially will negotiate the terms and conditions governing the relationship between the parties and incorporate those terms and conditions in an Interconnection Agreement. The FCC specifically noted in this regard that it declined to adopt under Section 251 the Expanded Interconnection tariffing requirements adopted under Section 201 for physical and virtual collocation. Local Competition Order, ¶ 567. The FCC went on to note that "a requesting carrier would have the choice of negotiating an interconnection agreement pursuant to sections 251 and 252 *or* of taking tariffed interstate service under our Expanded Interconnection rules" (emphasis added). *Id.* ¶ 611.

117. Given BellSouth's refusal to negotiate virtual collocation provisions, the Authority should adopt the provisions proposed by MCI WorldCom.

ISSUE 58

Issue:	*Should BellSouth be required to respond to a request for copies of all environmental investigations pertaining to collocation space within three days? (Attachment 5, Section 7.4.1).*
MCIW position:	*Yes. BellSouth should be required to respond within three days.*
BST position:	*No. BellSouth should be required to respond within ten days.*

118. MCI WorldCom proposes that BellSouth be required to respond to a request from MCI WorldCom for copies of all environmental investigations pertaining to a collocation space within three days. BellSouth believes three days is unreasonable and is willing to provide the requested information within ten business days. Under the circumstances, MCI WorldCom's position is the more reasonable, because its position is embodied in the parties' existing Interconnection Agreements and MCI WorldCom

needs to know, immediately, whether an environmental problem presents a health hazard and will prevent collocation without substantial remediation, by BellSouth or others. If there is a significant problem, MCI WorldCom needs to know so that it can look elsewhere for collocation space. Given competing demand for collocation space, MCI WorldCom must be able to react quickly in the market.

ISSUE 59

Issue:	*Should collocation space be considered complete before BellSouth has provided MCI WorldCom with cable facility assignments ("CFAs")? (Attachment 5, Section 7.15.2).*
MCIW position	*No. Collocation space is not complete until CFA's have been provided.*
BST position:	*Yes. CFAs will not be provided until the collocator's equipment has been installed by BellSouth or certified vendors.*

119. Space is unusable unless and until a CLEC has been provided with cable facility assignments ("CFAs"). CFAs pertain to the naming and inventorying of cable facilities within a central office and are necessary for MCI WorldCom to order service. The common sense meaning of "complete" is that everything that is necessary for the CLEC to occupy the space and turn up power has been done. Therefore, BellSouth should provide CFAs before the space is considered "completed."

ISSUE 60

Issue:	*Should BellSouth provide MCI WorldCom with certain collocation information at the joint planning meeting? (Attachment 5, Sections 7.17.2, 7.17.4 and 7.17.10.)*
MCIW position:	*Yes. The requested information should be provided at the joint planning meeting.*

BST position: *No. BellSouth should not be required to provide the requested information for the joint planning meeting.*

120. MCI WorldCom needs certain key information to begin its design plans for a collocation space. This information includes: (i) power connectivity information; (ii) the exact cable type and termination requirements for the MCI WorldCom provided point of termination (POT) bays; and (iii) identification of technically feasible demarcation points. This information would assist both BellSouth and MCI WorldCom, and withholding it only serves the purpose of delay. BellSouth does not want to identify technically feasible demarcation points because it denies that CLECs have the right to designate these points. The Local Competition Order and Advanced Services Order, as well as 47 C.F.R. Section 51.323, contemplate that the CLEC choose the point of interconnection. This information is readily available to BellSouth and there is no reason that BellSouth could not provide it at the joint planning meeting. BellSouth should be required to provide the information as requested.

ISSUE 61

Issue: *What rates, terms and conditions should govern the provision of DC power to MCI WorldCom's collocation space? (Attachment 5, Section 7.18.6)*

MCIW position: *The rates proposed by MCI WorldCom in Attachment 1 should apply until the Authority establishes permanent rates.*

BST position: *BellSouth's proposed rates should apply.*

121. MCI WorldCom submits that the rates it proposes in Attachment 1 should apply until the Authority establishes permanent rates. The rate for DC power should be

assessed on a "per amp" basis, rather than on a "fuse amps" basis as proposed by BellSouth.

ISSUE 62

Issue:	*Should BellSouth be required to provision caged collocation space (including provision of the cage itself) within 90 days and virtual and cageless collocation within 45 days? (Attachment 5, Section 7.19.)*
MCIW position:	*Yes. BellSouth should be required to provision caged collocation space within 90 days and virtual and cageless collocation within 45 days.*
BST position:	*No. BellSouth will not agree to provision caged collocation space within 90 days and virtual and cageless collocation within 45 days.*

122. The Authority should establish a firm interval within which BellSouth must provision caged, virtual and cageless collocation. As is the case with respect to providing a response to a collocation application, BellSouth has no incentive to provision collocation space in a reasonable time period. Therefore, the Authority should establish a firm interval. The proposed intervals of 90 days for caged collocation and 45 days for virtual and cageless collocation are reasonable, technically feasible and consistent with precedent.

ISSUE 63

Issue:	*Is MCI WorldCom entitled to use any technically feasible entrance cable, including copper facilities? (Attachment 5, Section 7.21.1.)*
MCIW position:	*Yes. MCI WorldCom is entitled to use any technically feasible entrance cable, including copper facilities.*

BST position: *No. MCI WorldCom should be restricted to the use of fiber entrance facilities only, because copper facilities are "too thick."*

123. The FCC's regulations specifically permit collocators to use copper cable: "When an incumbent LEC provides physical collocation, virtual collocation, or both, the incumbent LEC shall: ... (3) permit interconnection of copper or coaxial cable if such interconnection is first approved by the state commission." 47 C.F.R. § 51.323(d)(3). The Authority should approve of such interconnection in this proceeding.

124. A significant amount of copper cable owned by BellSouth enters BellSouth central offices. Therefore, as a matter of parity and nondiscriminatory treatment, MCI WorldCom is entitled to bring copper cable into the central office as well. BellSouth's position -- that it can bring copper into the central office but MCI WorldCom cannot "because copper cable is too thick" -- is an attempt by BellSouth to unreasonably reserve conduit space for itself.

125. BellSouth's proposal to restrict MCI WorldCom to fiber facilities only serves only to prevent CLECs from providing service in the most economical manner possible, and interferes with the ability to provide DSL service to BellSouth customers served via IDLC.

ISSUE 64

Issue: *Is MCI WorldCom entitled to verify BellSouth's assertion, when made, that dual entrance facilities are not available? Should BellSouth maintain a waiting list for entrance space and notify MCI WorldCom when space becomes available? (Attachment 5, Section 7.21.2.)*

MCIW position : *Yes. MCI WorldCom should be permitted to verify BellSouth's assertion that dual entrance facilities are not available. BellSouth should maintain a*

waiting list for entrance space and notify MCI WorldCom when space becomes available.

BST position: *No. MCI WorldCom has no right to verify BellSouth's assertion that dual entrance facilities are not available and BellSouth will not maintain a waiting list.*

126. The FCC's regulations require BellSouth to provide dual entrances for the facilities of collocators. 47 C.F.R. § 51.323(d)(2). MCI WorldCom should be permitted to verify, by physical inspection, any assertion that dual entrances are not available. This is a reasonable requirement, particularly in light of the FCC's similar, but even more expansive rule, allowing new entrants to tour an ILEC's premises in order to verify an assertion that physical collocation space is not available. 47 C.F.R § 51.323(f); Advanced Services Order, ¶ 57. MCI WorldCom should similarly be allowed to verify a claim that dual entrances are not available.

127. In addition, BellSouth, consistently with it obligations to provide collocation space and to notify CLECs when its premises are full, should maintain a waiting list of new entrants who have been denied entrance space and then offer space to the new entrants when it becomes available, based upon their position on the waiting list.

ISSUE 65

Issue: *What information must BellSouth provide to MCI WorldCom regarding vendor certification? (Attachment 5, Sections 7.22.1).*

MCIW position *BellSouth must allow MCI WorldCom to use its own vendors to provision and maintain its collocation space. BellSouth may not unreasonably withhold approval of contractors. BellSouth is permitted to approve vendors hired by MCI WorldCom to construct its collocation space, provided that such*

approval is based on the same criteria that BellSouth uses in approving vendors for its own purposes. BellSouth has provided MCI WorldCom with brochures that generally describe what BellSouth's vendors are required to observe, for purposes of certification, but has failed and refused to provide specific certification requirement.

BST position: *BellSouth maintains that MCI WorldCom receives precisely the same information that BellSouth provides its vendors concerning the vendor certification process.*

128. BellSouth must allow MCI WorldCom to use its own vendors to provision and maintain its collocation space. BellSouth may approve the criteria by which these vendors are certified to perform such work, under 47 C.F.R. Section 51.323(j), but under that section it may not "unreasonably withhold approval of contractors." BellSouth is permitted to approve vendors hired by MCI WorldCom to construct its collocation space, provided that such approval is based on the same criteria that BellSouth uses in approving vendors for its own purposes. BellSouth has provided MCI WorldCom only with brochures that generally describe what BellSouth's vendors are required to observe, for purposes of certification, and has failed and refused to provide specific certification requirement.

ISSUE 66

Issue: *What industry guidelines or practices should govern collocation? (Attachment 5, Section 9).*

MCIW position: *The agreement should include the listed guidelines.*

BST position: *Certain of the guidelines should not be included.*

129. BellSouth should be required to comply with specified, recognized industry standards with respect to equipment, power and the like. Industry standards provide the necessary guidelines to govern details of interconnection and other relationships between the parties, and thus reduce opportunities for disputes, delay and litigation. MCI WorldCom's request is reasonable and these standards should be made part of the Interconnection Agreements.

F. Rights-of-Way Issues

ISSUE 67

Issue:	*When MCI WorldCom has a license to use BellSouth rights-of-way, and BellSouth wishes to convey the property to a third party, should BellSouth be required to convey the property subject to MCI WorldCom's license? (Attachment 6, Section 2.5.)*
MCIW position:	*Yes. MCI WorldCom should not be required to forfeit its license rights, and possibly strand facilities, when BellSouth conveys the underlying property.*
BST position:	*No. BellSouth should be able to convey the underlying property without regard to MCI WorldCom licenses.*

130. MCI WorldCom has proposed language that would require BellSouth, when conveying rights-of-way on which MCI WorldCom has a license, to convey the property subject to the license. MCI WorldCom should not be put in the position of investing in facilities and potentially having them be stranded because BellSouth decides to convey the underlying property. Further, BellSouth should not be able to sell property in a way that protects its own facilities but not those of MCI WorldCom (such as by selling the property subject to its own rights, but not those of MCI WorldCom).

BellSouth's position is that it should be able to transfer property without regard for any licenses MCI WorldCom has or any improvements it has made. This unreasonable position should be rejected and MCI WorldCom's language should be incorporated into the parties' agreement.

ISSUE 68

Issue: *Should BellSouth require that payments for make-ready work be made in advance? (Attachment 6, Sections 4.7.3 and 5.6.1.)*

MCIW position: *No. A requirement for advanced payment would create delays and would not be commercially reasonable.*

BST position: *Yes. Advanced payment should be required.*

131. BellSouth has proposed that payments for make-ready work be made in advance. Such a requirement would delay the work and would not be commercially reasonable. BellSouth should be required to begin work once it has sent MCI WorldCom an invoice stating the amount that will be charged for the project in question. MCI WorldCom is willing to pay the invoice within fourteen days, which would give MCI WorldCom time to process payment, and would be commercially reasonable.

ISSUE 69

132. This issue has been resolved.

G. LNP Issues

ISSUE 70

Issue: *Should industry standards be followed concerning handling calls originating from an RCF ported number in a BellSouth end office and sent to the MCI WorldCom network? (Attachment 7, Section 2.4.)*

MCIW position: *Yes. Such calls should be handled by signaling the shadow number in the CPN parameter and ported*

number in the in the charge number parameter in the SS7 Address Message.

BST position: *No. The basis for BellSouth's position is unknown.*

133. MCI WorldCom has proposed that for calls to MCI WorldCom customers with RCF (remote call forward) ported numbers in BellSouth end offices, BellSouth should put the shadow number (the MCI WorldCom number to which BellSouth forwards the call) in the CPN parameter and put the ported number in the charge number parameter in the SS7 Initial Address Message. This procedure is in accordance with industry standards and is necessary for MCI WorldCom to bill for such calls. BellSouth has rejected this proposed language for unknown reasons.

ISSUE 71

Issue: *When BellSouth ports a number to MCI WorldCom via INP, should BellSouth be required to send CARE transaction 2231 to notify the appropriate interexchange carrier that access is now being provided by a new carrier? (Attachment 7, Section 2.6.3.)*

MCIW position: *Yes. It is the industry standard for the ILEC to send this message.*

BST position: *No. The basis for BellSouth's position is unknown.*

134. MCI WorldCom proposes that when BellSouth ports a number to MCI WorldCom via interim number portability ("INP"), BellSouth should be required to send Carrier Access Record Exchange ("CARE") transaction 2231 to notify the appropriate interexchange carrier that access is now being provided by a new LEC for that number. BellSouth has rejected this language, but its reason for doing so is unclear.

ISSUE 72

Issue: *Should the parties be required to port reserved telephone numbers or suspended lines from one*

party to the other via LNP, and, in anticipation of porting from one party to the other may a party's subscriber reserve additional telephone numbers and include them with the numbers that are subsequently ported? (Attachment 7, Section 3.9.)

MCIW position: *Yes. Reserved telephone numbers and suspended lines should be ported via LNP, and the subscriber should be allowed to reserve additional numbers in anticipation of porting from one party to another.*

BST position: *No. The basis for BellSouth's position is unknown.*

135. Customers switching from one local carrier to another often wish to retain their active telephone numbers as well as any telephone numbers they have reserved from their former local carrier. In addition, customers changing carriers may wish to reserve additional numbers from the former carrier to ensure that they will have an adequate supply of numbers from the same NPA/NXX going forward. Permitting such numbers to be ported to the new carrier promotes competition and customer choice. In addition, if a customer's line is a suspended line, the former local carrier should make the line active, as necessary to apply the ten-digit trigger, without requiring the subscriber of the new carrier to pay for this limited reactivation. BellSouth has opposed MCI WorldCom's language, but the basis for its position is not clear.

ISSUE 73

Issue: *Should BellSouth be required to split blocks of numbers (such as DID number blocks) in connection with LNP requests? (Attachment 7, Section 3.11.)*

MCIW position: *Yes. BellSouth must be able to support partial migration orders.*

BST position: *No. The basis for BellSouth's position is unknown.*

136. MCI WorldCom has proposed that blocks of numbers (such as DID number blocks) be split in connection with LNP requests. Number blocks must be split, for example, when a customer elects to migrate some of its lines and numbers to MCI WorldCom, while leaving the balance with BellSouth. Such requests by customers are common, because they want to assess a CLEC's ability to handle their local business before entrusting the CLEC with all of their lines and numbers. BellSouth's refusal to split number blocks would prevent many partial migrations, and would be anticompetitive. BellSouth has opposed MCI WorldCom's proposed language, but is reviewing its position.

ISSUE 74

137. This issue has been consolidated with Issue 92.

ISSUE 75

Issue: *For end users served by INP, should the end user or the end user's local carrier be responsible for paying the terminating carrier for collect calls, third party billed calls or other operator assisted calls? (Attachment 7, Section 2.6.)*

MCIW position: *Yes. The end user should be responsible for payment. The terminating carrier can obtain billing information from the end user's local carrier.*

BST position: *No. The local carrier should be responsible for payment. BellSouth claims it has no way to bill the end user for such calls.*

138. BellSouth has proposed language that would require the party whose end user served via INP receives a collect call, third party billed or other operator assisted call be responsible for payment to the other party. For example, if an MCI WorldCom end user receives a collect call from a BellSouth customer, BellSouth would propose

that it bill MCI WorldCom for the charges, thus imposing on MCI WorldCom the responsibility for billing the end user and the risk of nonpayment. BellSouth's proposal is unreasonable. The practice in the industry is for the toll carrier to bill the end user directly. The toll carrier can obtain the necessary billing information for the applicable charge from the end user's local carrier.

H. Business Process Issues

ISSUE 76

Issue: *Should BellSouth be required to develop the industry standard EDI pre-ordering interface (REDI) without charging MCI WorldCom for the up-front development costs? (Attachment 8, Sections 1.4.5-1.4.6.2, 2.1.1 and 2.3.3.)*

MCIW position: *BellSouth is required to develop industry standard interfaces such as REDI at its expense (to be recovered through recurring charges).*

BST position: *BellSouth has industry standard interfaces that comply with the Act. To the extent MCI WorldCom wants BellSouth to develop additional interfaces at MCI WorldCom's expense, BellSouth is prepared to do so.*

139. Two industry standard protocols have been developed for the ordering and pre-ordering functions. BellSouth has developed pre-ordering and ordering interfaces for the CORBA protocol, but only has developed the ordering interface for the EDI protocol used by MCI WorldCom. Before MCI WorldCom will be able to enter the residential market in Tennessee, it will need BellSouth to develop the EDI pre-ordering interface and MCI WorldCom will need to build to that interface. BellSouth has stated its willingness to develop the EDI pre-ordering interface, but has stated that MCI WorldCom would have to pay the full cost of development -- its own and BellSouth's.

140. BellSouth's unwillingness to develop jointly the EDI pre-ordering interface, with MCI WorldCom and BellSouth bearing their own costs, is unreasonable and discriminatory. BellSouth developed the CORBA interfaces without requiring CLECs to pay BellSouth's development costs. BellSouth's costs are recovered through the recurring charges that have been ordered by the Authority. The same methodology should be used for the EDI pre-ordering interface. Otherwise, carriers choosing to serve the residential market with integrated CORBA pre-ordering and ordering interfaces will have a decided advantage over MCI WorldCom.

ISSUE 77

Issue:	*Should BellSouth be required to provide one free seat each year for MCI WorldCom to attend a training session on each of BellSouth's OSS systems? (Attachment 8, Section 1.7.7.2.)*
MCIW position:	*Yes. Such training is appropriate.*
BST position:	*BellSouth has agreed to provide one free seat for MCI WorldCom to attend a training session for BellSouth's OSS systems, but it is not clear whether the session would include each of BellSouth's systems.*

141. BellSouth has agreed to provide on free seat each year for MCI WorldCom to attend a training session on BellSouth's Operational Support Systems ("OSS"). MCI WorldCom has proposed that this language be modified to make clear that the training session include each of BellSouth's OSS systems. BellSouth has not yet responded to MCI WorldCom's proposed modification.

ISSUE 78

Issue:	*How should the agreed upon credit information be provided? (Attachment 8, Section 1.7.9.)*

MCIW position: *The parties should provide credit information to a mutually agreed upon third party credit reporting agency.*

BST position: *The information should be provided via customer service records.*

142. MCI WorldCom has proposed that the parties make available to a mutually agreed upon third party credit reporting agency the credit information the parties have agreed to provide each other. This approach will lead to the development of a nationally consistent interface for credit information, rather than credit reporting that varies from carrier to carrier. BellSouth has proposed that the parties provide customer credit information via customer service records.

ISSUE 79

Issue: *Should BellSouth be required to provide all relevant data necessary to provide caller ID and Caller ID with Name to MCI WorldCom customers, and should BellSouth be required to use its best effort in working with MCI WorldCom to ensure that Caller ID and Caller ID with Name work for both local and 1+ calls for MCI WorldCom customers? (Attachment 8, Section 1.9.1.)*

MCIW position: *Yes. MCI WorldCom requires such data and cooperation to provide Caller ID services.*

BST position: *No. The basis for BellSouth's position is unknown.*

143. To provide Caller ID and Caller ID with Name to its customers, MCI WorldCom must obtain necessary data and cooperation from BellSouth. BellSouth should be required to provide such data and assistance. The basis for BellSouth's refusal to agree to these requirements is unknown.

ISSUE 80

Issue: *Should BellSouth be required to provide an application-to-application access service order process? (Attachment 8, Sections 2.1.1.2, 2.2.3.)*

MCIW position: *Yes. Such a process is needed to obtain pre-order information electronically for UNEs ordered via an access service request.*

BST position: *No. Such a process is not required under the Act.*

144. MCI WorldCom has proposed language that would require BellSouth to develop an application-to-application access service order process. MCI WorldCom uses access service requests ("ASRs") to order, among other things, interconnection trunks and UNEs for local service. MCI WorldCom's ability to provide local service will be enhanced if it can obtain certain electronic pre-ordering functionality associated with ASRs that is equivalent to what BellSouth provides itself. MCI WorldCom has requested electronic access service pre-ordering functionalities including address validation, service availability inquiry and cable facilities assignment inquiry. BellSouth opposes MCI WorldCom's proposed language, claiming incorrectly that it is not required under the Act to provide this functionality.

ISSUE 81

Issue: *Should BellSouth provide a service inquiry process for local services? (Attachment 8, Section 2.2.1.)*

MCIW position: *Yes. BellSouth should provide service inquiry for pre-ordering.*

BST position: *No. Service inquiry is a function of ordering, not pre-ordering.*

145. Service inquiries permit a CLEC to determine the facilities available to serve a customer and the location of those facilities. MCI WorldCom requires this

information to facilitate local sales. When an MCI WorldCom sales representative is trying to close a sale for local service, the prospective customer may want to know whether facilities exist to provide the service it would like to receive. Customers also want to know the location of facilities so they can determine whether there is sufficient redundancy in the facilities used to serve them.

146. MCI WorldCom has requested that BellSouth provide manual and electronic service inquiry processes for local services that may be used when the local service is being ordered via an LSR or an ASR. Upon information and belief, BellSouth representatives have access to such information that they can use in their sales efforts. But BellSouth has refused to make this information available to MCI WorldCom before it submits an order. BellSouth should be required to provide manual and electronic service inquiry processes on a pre-order basis.

ISSUE 82

Issue:	*Should the parties be required to establish procedures and processes relating to the pre-ordering interface and designate organizations and personnel that will support it? (Attachment 8, Section 2.4.)*
MCIW position:	*Yes. Such steps are necessary to ensure the adequate functioning of the pre-ordering interface.*
BST position:	*No. BellSouth proposes to provide a single point of contact that will provide technical and escalation support for BellSouth's interfaces.*

147. MCI WorldCom has proposed language requiring the parties to (a) establish procedures and processes that will be used to manage the parties pre-order systems; (b) designate the organizations and personnel that will support the production systems that implement the pre-ordering interface; and (c) establish procedures and

processes to address interface fault management. Such steps are necessary to ensure the adequate functioning of the pre-order interface. BellSouth has not agreed to these provisions, and instead merely proposes that BellSouth provide a single point of contact that will provide technical and escalation support for BellSouth's interfaces.

ISSUE 83

Issue:	*Should BellSouth be required to provide downloads of the RSAG, PSIMS and PIC databases without license agreements? (Attachment 8, Sections 2.5.)*
MCIW position:	*Yes. BellSouth should provide RSAG, PSIMS, and PIC database downloads without a license agreement or use restrictions, and should provide PSIMS and PIC downloads at no cost.*
BST position:	*No. These are proprietary databases to which MCI WorldCom currently has access; BellSouth will provide a download of the databases at MCI WorldCom's expense under a license agreement.*

148. MCI WorldCom and other CLECs obtain pre-ordering information from BellSouth via electronic databases BellSouth has developed. In some cases, CLECs obtain access to this information through BellSouth's OSS interfaces on a "dip-by-dip" basis. In other cases, BellSouth also provides an electronic download of the database that the CLEC can then integrate into its own systems. For example, BellSouth previously has downloaded the PSIMS and PIC databases to MCI WorldCom without charge and without a license agreement.

149. MCI WorldCom seeks the right to continue to obtain downloads to the PSIMS and PIC databases without a license agreement. BellSouth has provided the downloads in the past without a license agreement and cannot seriously argue that the data it is providing is proprietary. MCI WorldCom further seeks the right to obtain a

download of the RSAG database, with periodic updates, without a license agreement. MCI WorldCom has specified sections of the RSAG that are not proprietary that it should be able to obtain free and clear of the unreasonable restrictions BellSouth seeks to impose. MCI WorldCom is entitled to obtain this information.

ISSUE 84

Issue:	*Should the parties be required to develop jointly an implementation plan for the ordering of local switching in combination with unbundled loops, including UNE-P? (Attachment 8, Section 3.)*
MCIW position:	*Yes. These procedures will enhance the smooth roll-out of such combinations.*
BST position:	*No. The basis for BellSouth's position is unknown.*

150. MCI WorldCom proposes that the parties jointly develop an implementation plan for the ordering of local switching in combination with unbundled loops, including UNE-P. Such a plan would address, among other things, the processes to establish MCI WorldCom's presence in BellSouth's switches and the design for trunking, signaling routing, line class code or AIN provisioning, operator service, billing and testing. MCI WorldCom also has proposed that when it orders local switching in combination with unbundled loops on a LATA wide or metropolitan basis, BellSouth would test twenty percent of its end offices in the area for correct routing and translations. These procedures would help ensure the smooth rollout of such combinations. BellSouth has opposed this language, for unknown reasons.

ISSUE 85

Issue:	*What procedures should be used for PIC changes? (Attachment 8, Section 3.2.4.)*

MCIW position: *MCI WorldCom has proposed procedures that would require BellSouth, for example, to notify MCI WorldCom whenever one of its local customers (whether through resale, UNEs, INP or LNP) changes its PIC status.*

BST position: *BellSouth has not accepted MCI WorldCom's language, and instead proposed language that require BellSouth, for example, to notify MCI WorldCom of only its resale customers' PIC status changes.*

151. MCI WorldCom has proposed procedures for handling changes to the primary interexchange carrier ("PIC") of MCI WorldCom's local customers. BellSouth should notify MCI WorldCom, using OBF approved CARE instructions, whenever an MCI WorldCom customer (who is provided local service through local resale, INP, LNP or UNEs), changes his or her PIC status. BellSouth should not process any interexchange carrier initiated PIC change transaction on behalf of MCI WorldCom, including such a transaction initiated by MCI WorldCom. BellSouth has proposed alternative language that would among other things, limit its obligation to send CARE messages to situations involving MCI WorldCom resale customers.

ISSUE 86

Issue: *What are the applicable ordering charges when electronic interfaces are in place but they fail to work? (Attachment 8, Section 3.1.4.)*

MCIW position: *If electronic interfaces are in place but they fail to work, BellSouth should not impose manual ordering charges. If BellSouth's electronic interfaces cannot be used by CLECs because they are not working, CLECs should not suffer further by incurring the high manual ordering charges.*

BST position: *BellSouth's position is that MCI WorldCom should pay manual ordering charges whenever MCI WorldCom places manual orders, regardless of*

whether the failure of its electronic interfaces forced MCI WorldCom to use the manual process.

152. Where BellSouth has electronic interfaces for its retail products, the appropriate charges for CLECs that are building their own electronic interfaces is forward-looking economic costs. When BellSouth provides an electronic interface to CLECs, but that interface becomes unavailable for some reason, thus necessitating the use of BellSouth's manual interfaces, BellSouth should not be allowed to assess the manual ordering charge. Otherwise, through no fault of its own MCI WorldCom would be forced to pay substantially higher manual OSS charges. BellSouth should have every incentive to maintain and repair its electronic interfaces, and should not be allowed to profit from their unavailability.

ISSUE 87

Issue:	*Should MCI WorldCom be required to pay for expedited service when BellSouth provides service after the offered expedited date, but prior to BellSouth's standard interval? (Attachment 8, Section 3.2.7.2.)*
MCIW position:	*No. BellSouth should not receive additional payment when it fails to perform in accordance with the specified expedited timeframe.*
BST position:	*Yes. MCI WorldCom should be required to pay expedite charges under these circumstances.*

153. Under language agreed upon by the parties, a request for a due date that is earlier than the BellSouth offered due date will be treated as an expedite request. MCI WorldCom proposes that the expedite charge not apply if BellSouth does not complete the request within the offered expedited timeframe. MCI WorldCom should not be required to pay a higher sum when BellSouth fails to provide the promised expedited

service. BellSouth proposes that expedite charges be paid if it provides the requested service sooner that its standard interval, even if does not meet the offered expedited timeframe.

ISSUE 88

Issue:	*For customer premises installations, should BellSouth be required, at MCI WorldCom's request, to cable from the demarcation point to the customer's equipment location in accordance with BellSouth's procedures and at parity with the provision of such services to BellSouth's customers? (Attachment 8, Section 3.2.8.3.)*
MCIW position:	*Yes. BellSouth should provide parity with respect to the provisioning of inside wire.*
BST position:	*BellSouth's position is unknown.*

154. MCI WorldCom has proposed that for customer premises installations, BellSouth be required, at MCI WorldCom's request, to cable from the demarcation point to the customer's equipment location in accordance with BellSouth's procedures and at parity with the provision of such services to BellSouth's customers. This procedure is required to provide parity with respect to the provisioning of inside wire. BellSouth's position on this issue is unknown.

ISSUE 89

Issue:	*When BellSouth rejects an MCI WorldCom order, should it be required to identify all errors in the order that would cause it to be rejected? (Attachment 8, Section 3.2.10.1.)*
MCIW position:	*Yes. Identifying all errors in the order will prevent the need for submitting the order multiple times.*
BST position:	*No. BellSouth's systems do not enable it to identify all errors in an order.*

155. MCI WorldCom proposes that when BellSouth rejects an error, it should review the entire order and identify all reasons for rejection in a single review of the current version. BellSouth has refused to agree to this language, contending that its systems cannot always identify all the errors in an order.

ISSUE 90

Issue:	*Should BellSouth be required to provide completion notices for manual orders? (Attachment 8, Section 3.2.15.)*
MCIW position:	*Yes. MCI WorldCom should receive completion notices for all orders, including manual orders.*
BST position:	*No. BellSouth should not be required to provide completion notices for manual orders.*

156. A completion notice notifies MCI WorldCom that BellSouth has provisioned a service order and that the customer has been switched over from BellSouth to MCI WorldCom. Without a completion notice, MCI WorldCom has no way of knowing whether or when BellSouth has switched over service for an MCI WorldCom customer. MCI WorldCom must know the date that it begins providing service to the customer so MCI WorldCom can bill the customer correctly and provide maintenance and repair services.

157. BellSouth has refused to agree to provide MCI WorldCom completion notices for manual orders. MCI WorldCom is entitled to submit manual orders and should be entitled to receive completion notices when it does so. BellSouth should be required to provide such completion notices.

ISSUE 91

Issue: *What intervals should apply to FOCs? Should BellSouth be required to check facilities before returning an FOC? (Attachment 8, Section 3.4.1.2.)*

MCIW position: *MCI WorldCom's proposed intervals should apply to FOCs. BellSouth should be required to check facilities before returning an FOC so that it represents a firm commitment to provide service on the specified date.*

BST position: *BellSouth's intervals should apply to FOCs. BellSouth contends that it should not necessarily be required to check facilities before issuing an FOC.*

158. MCI WorldCom submits that its firm order confirmation (FOC) intervals should be adopted because they reasonably require a more prompt response to MCI WorldCom's orders then do BellSouth's proposed intervals. In addition, MCI WorldCom proposes that the FOC it receives truly be a "firm" order confirmation that it can rely on, which means that BellSouth must check available facilities and confirm availability before returning the FOC.

ISSUE 92

Issue: *Should the parties be required to follow the detailed guidelines proposed by MCI WorldCom with respect to LNP orders? (Attachment 8, Section 3.6.)*

MCIW position: *Yes. These guidelines are necessary to improve the LNP ordering process.*

BST position: *No. The parties should follow the guidelines outlined in BellSouth's "The Local Number Portability Ordering Guide for CLECs," Issue 1b dated October 10, 1999.*

159. MCI WorldCom has proposed detailed guidelines and requirements for LNP ordering. Such guidelines and requirements are necessary to improve the LNP

ordering and provisioning process. BellSouth has proposed that its guidelines for LNP be followed, but BellSouth's guidelines lack the specificity necessary to ensure that the LNP ordering process operates smoothly.

ISSUE 93

Issue: *By when must the parties bill for previously unbilled amounts? By when must they submit bills to one another? (Attachment 8, Sections 4.2.3.4.2, 4.2.3.4.4, 4.2.3.4.5 and 4.2.3.5.)*

MCIW position: *The parties must bill for previously unbilled amounts within one year of the bill date. The bill date should be no more than ninety days old.*

BST position: *The parties may bill for previously unbilled amounts until the statute of limitations expires, and there should be no deadline for submitting bills.*

160. MCI WorldCom proposes that the parties bill each other for previously unbilled amounts within one year of the bill date for the period in question. MCI WorldCom further proposes that the bill date be no more than ninety days old (i.e., that a bill be sent within ninety days of the period covering the traffic in question). BellSouth would place no limit on the bill date and would allow billing of previously unbilled amounts up until the running of the applicable statute of limitations. MCI WorldCom submits that ninety days is sufficient time to render a bill and that one year is sufficient to account for any previously unbilled amounts. Putting reasonable time limitations on billing will encourage prompt bills and bill corrections, and will allow the parties to close their books on past activity within a reasonable time.

ISSUE 94

Issue: *Should BellSouth be permitted to disconnect service to MCI WorldCom for nonpayment? (Attachment 8, Section 4.2.18.)*

MCIW position: *No. The parties should not disconnect for nonpayment. The appropriate remedy should be determined in dispute resolution.*

BST position: *Yes. Disconnection for failure to pay without a billing dispute is standard. BellSouth has to be able to stop expending costs where the CLEC refuses to pay.*

161. BellSouth seeks the right to disconnect service to MCI WorldCom in the extremely unlikely event MCI WorldCom fails to pay BellSouth for its services without disputing the amount due. Thus, in the event of nonpayment BellSouth would have the power to discontinue service received by all MCI WorldCom customers being served wholly or partially via UNEs or resale services. Once MCI WorldCom enters the local market on a statewide basis, such an action by BellSouth could endanger the telephone service received by thousands of Tennessee consumers. Blocking consumers' telephone calls is not an appropriate remedy for nonpayment. That remedy should be determined in dispute resolution.

ISSUE 95

Issue: *Should BellSouth be required to provide MCI WorldCom with billing records with all EMI standard fields? (Attachment 8, Section 5.)*

MCIW position: *BellSouth should be required to provide MCI WorldCom with such billing records.*

BST position: *BellSouth proposes to provide with records it provides through tariffed services known as ADUF and ODUF.*

162. MCI WorldCom seeks billing records provided in the industry standard EMI format that is used by other Bell companies. BellSouth offers billing records through its tariffed services known as ADUF and ODUF, which apparently contain a

subset of the fields contained in an EMI record. MCI WorldCom should be entitled to receive complete billing information with all EMI fields. The current MCIm-BellSouth Interconnection Agreement requires that such EMI records be provided and MCI WorldCom is simply requesting that the existing language be kept in the new Interconnection Agreements.

ISSUE 96

Issue:	*Should BellSouth be required to give written notice when a central office conversion will take place before midnight or after 4 a.m.? (Attachment 8, Section 6.2.4.)*
MCIW position:	*Yes. MCI WorldCom needs to receive written notice.*
BST position:	*No. Notice via the web should be sufficient.*

163. The parties have agreed that central office conversions will occur after midnight and before 4 a.m., unless MCI WorldCom is notified to the contrary. Central office conversions can involve taking down CLECs' switched service, and therefore it is critical that MCI WorldCom receive written notice in the event such a conversion is expected to take place at another time. BellSouth's proposal that notification be made via web posting is insufficient for transmitting such important information.

ISSUE 97

Issue:	*Should BellSouth be required to provide MCI WorldCom with notice of changes to NPA/NXXs linked to Public Safety Answering Points as soon as such changes occur? (Attachment 9, Section 1.1.6.)*
MCIW position:	*Yes. Obtaining this information is a matter of public safety.*

BST position: *No. BellSouth is not at liberty to disclose this information.*

164. MCI WorldCom proposes that BellSouth provide MCI WorldCom with changes to the NPA/NXXs linked to Public Safety Answering Points ("PSAPs") as soon as such changes occur. A PSAP is a center to which E-911 calls are directed. Immediate notification is necessary for public safety so MCI WorldCom will know which PSAP is responsible for which telephone numbers. Without this information, MCI WorldCom might unwittingly direct a 911 inquiry to the wrong PSAP. The requested information is included in the operator services database, which is a UNE to which BellSouth must provide access under the Act. BellSouth has refused to agree to this proposal on the ground that the requested information is proprietary customer information that BellSouth cannot release without the prior consent of the PSAP.

ISSUE 98

Issue: *Should BellSouth be required to provide the 911 information and comply with 911 trunking requirements proposed by MCI WorldCom. (Attachment 9, Section 1.3.6.2.2.)*

MCIW position: *Yes. The requested information and proposed requirements are necessary for the provision of 911 service.*

BST position: *No. The basis for BellSouth's position is unknown.*

165. MCI WorldCom has requested that BellSouth provide certain information and comply with certain requirements relating to 911 trunking. The requested information and proposed requirements are necessary for the provision of 911 service. BellSouth has not agreed to the proposed language, but the basis for BellSouth's position in unclear.

I. Ancillary Services Issues

ISSUE 99

Issue: *Should BellSouth be required to provide MCI WorldCom with 10 digit PSAP numbers? (Attachment 9, Section 1.3.17.)*

MCIW position: *Yes. BellSouth should be required to provide this information.*

BST position: *No. MCI WorldCom should be required to obtain PSAP numbers from local E-911 authorities.*

166. A PSAP number is a ten digit number used by telephone companies to route calls to the E-911 center in a local calling area. Local carriers like MCI WorldCom need to obtain PSAP numbers so they can reach the PSAP when 911 service is not functioning. Obviously, it is important for MCI WorldCom to obtain PSAP numbers for public safety purposes. BellSouth has proposed that MCI WorldCom obtain PSAPs from local E-911 authorities because BellSouth believes it lacks the authority to disclose PSAPs to MCI WorldCom. MCI WorldCom submits that if such authorization is required, the Authority can provide it in this proceeding. MCI WorldCom notes that the PSAP database is an operator services database to which BellSouth must provide access under Rule 319. MCI WorldCom further notes that the language it is requesting is what is included in the current MCIm-BellSouth Interconnection Agreement.

ISSUE 100

Issue: *Should BellSouth operators be required to ask MCI WorldCom customers for their carrier of choice when such customers request a rate quote or time and charges (Attachment 9, Section 2.2.2.12.)*

MCIW position: *Yes. BellSouth should be required to ask a caller for his or her carrier of choice if the caller requests a rate quote or time and charges.*

BST position: *No. BellSouth should not be required to make such an inquiry.*

167. One function performed by BellSouth operators is responding to customer inquiries concerning rates and time charges. For example, a customer may request the rate for a long distance call from Nashville to Memphis at a certain time of day, or may ask how long he or she spent on a long distance call and how much it cost. BellSouth operators today ask the caller for his or her carrier of choice, and then forward the caller to that carrier.

168. MCI WorldCom has proposed language that would require BellSouth operators to inquire as to the customer's carrier of choice when the caller requests a rate quote or time and charges, and forward the caller to that carrier. BellSouth has refused to agree to this language. The language proposed by MCI WorldCom is included in the current Interconnection Agreements and is consistent with sound public policy.

ISSUE 101

Issue: *Is BellSouth required to provide shared transport in connection with the provision of custom branding? Is MCI WorldCom required to purchase dedicated transport in connection with the provision of custom branding? (Attachment 9, Sections 2.2.4.3.3, 2.8.1, 2.8.1.1, 3.2.1.1, 3.2.4.3.3 and 3.5.2, 3.5.2.1.)*

MCIW position: *BellSouth is required to provide shared transport as an unbundled network element and shared transport can be used in connection with the provision of custom branding. MCI WorldCom is not required to purchase dedicated transport.*

BST position: *MCI WorldCom must purchase dedicated transport for the purpose of provisioning custom.*

169. Custom branding involves BellSouth branding calls to its OS/DA platform in the name of the CLEC whose customer is calling. BellSouth requires that dedicated trunk groups be used to obtain custom branding, which imposes undue costs on CLECs because it forces them to obtain dedicated trunking from all BellSouth switches from which they provide service even if call volumes do not justify dedicated trunks. BellSouth should be directed to provide transport to the TOPS platform, via shared transport, where the MCI WorldCom custom announcement resides, or to provide other efficient means of providing custom branding. Use of shared transport is an efficient network architecture for traffic volumes that will not justify the added expense of dedicated transport.

ISSUE 102

Issue: *Should the parties provide "inward operator services" through local interconnection trunk groups using network routable access codes BellSouth establishes through the LERG? (Attachment 9, Section 2.6.1-2.6.4.)*

MCIW position: *Yes. Local interconnection trunks often provide the most efficient way to provide this service.*

BST position: *No. Dedicated trunks must be ordered before this service can be provided.*

170. MCI WorldCom proposes that the parties be able to order trunking for inward operator services (i.e., operator-to-operator calls) in two ways: (a) direct trunks from the MCI WorldCom operator services platform directly to BellSouth's operator services center; and (b) through local interconnection trunk groups using network routable access codes BellSouth establishes in the LERG. BellSouth only is willing to

provide operator-to-operator calls via direct trunks. Because local interconnection trunks often will afford the most efficient means of providing this service, BellSouth should be required to provide the service using either method as requested by MCI WorldCom.

ISSUE 103

Issue:	*Should BellSouth operators be required to connect MCI WorldCom subscribers dialing "0" and requesting directory assistance to any directory assistance platform designated by MCI WorldCom? (Attachment 9, Section 2.7.2.)*
MCIW position:	*Yes. BellSouth operators should not automatically route calls for directory assistance from MCI WorldCom customers to the BellSouth directory assistance platform, but should follow the routing instructions provided by MCI WorldCom.*
BST position:	*No. The basis for BellSouth's position is unknown.*

171. MCI WorldCom proposes that BellSouth operators be required to connect MCI WorldCom subscribers dialing "0" and requesting directory assistance to any directory platform designated by MCI WorldCom. BellSouth operators should not automatically route calls for directory assistance from MCI WorldCom customers to the BellSouth directory assistance platform, but should follow the routing instructions provided by MCI WorldCom. BellSouth opposes MCI WorldCom's proposed language, but its basis for disagreement is unclear.

ISSUE 104

Issue:	*Should BellSouth be required to provide directory assistance data in the industry standard format proposed by MCI WorldCom? (Attachment 9, Section 3.4.)*

MCIW position: *Yes. The format proposed by MCI WorldCom is appropriate.*

BST position: *No. The basis for BellSouth's position is unknown.*

172. MCI WorldCom has proposed an industry standard format to be used when BellSouth provides directory assistance data. BellSouth has opposed MCI WorldCom's proposed language, but the basis for its position is unknown.

J. Performance Measurement Issues

ISSUE 105

Issue: *What performance measurement system should BellSouth be required to provide? (Attachment 10.)*

MCIW position: *BellSouth should use the performance measurement system outlined MCI WorldCom's proposed Attachment 10, along with the attached MCI WorldCom Measurements and Performance Standards, Version 1.3.*

BST position: *BellSouth should use its version of Attachment 10, including its SQM.*

173. MCI WorldCom's performance measurements plan is described in its version of Attachment 10, along with the attached MCI WorldCom Measurements and Performance Standards, Version 1.3 ("MPS"). BellSouth's position on performance measurements is stated in its version of Attachment 10, which includes BellSouth's Service Quality Measurement ("SQM") document. MCI WorldCom submits that its plan is more comprehensive than the SQM and that the MCI WorldCom plan would more fully effectuate the Act. The issues in dispute are discussed in broad outline below.

174. The MPS provides a more complete list of measurements and better defines the measurements, exclusions, business rules and applicable formulas than does BellSouth's SQM. The MPS measurements should provide the foundation for the performance measurement plan.

175. Performance measurements should be disaggregated sufficiently so that apples-to-apples comparisons can be made. In particular, disaggregation should be required by product, by ordering activity, by geographic scope, by volume category, by interface type and (in some cases) by reason for held order. The MPS provides appropriate levels of disaggregation in all these areas, while the SQM does not. In addition, the SQM is inadequate in that it contains measures that are not CLEC specific and measures that are not disaggregated at the state level.

176. OSS functions provided to CLECs must be compared to BellSouth retail analogs if they exist. If no analog exists, BellSouth's performance must be gauged by a benchmark. *Application of Ameritech Michigan to Provide In-Region, InterLATA Services in Michigan*, CC Docket 97-137, Memorandum Opinion and Order, FCC 97-137 at ¶¶ 139-41 (rel. Aug. 19, 1997). MCI WorldCom's MPS outlines those benchmarks that would provide MCI WorldCom with a meaningful opportunity to compete. MCI WorldCom recognizes that in some cases an appropriate retail analog may exist and then will use the analog in place of the benchmark. In contrast, BellSouth proposes certain retail analogs that are not suitable, does not propose any benchmarks for certain measures, and in many cases proposes benchmarks that are far too lax. The BellSouth analogs and benchmarks should be rejected and the MCI WorldCom proposal should be adopted.

177. To determine whether BellSouth's OSS provides parity to CLECs, it is critical that a statistically valid method be used to compare BellSouth retail data to CLEC data. MCI WorldCom has proposed that the "modified z" test be the statistical methodology applied to assess parity. MCI WorldCom submits that this methodology is superior than the statistical methodology that has been proposed by BellSouth.

178. Based on negotiations to date, it appears the parties disagree concerning a host of remedies issues. Perhaps most importantly, for example, MCI WorldCom proposes a methodology and remedy amounts that will provide appropriate incentives for BellSouth to comply with its obligations to provide parity of service and a meaningful opportunity to compete. BellSouth's plan provides inadequate incentives for compliance and could make remedy payments a cost of doing business. Moreover, BellSouth has proposed to cap liability at a level that would further decrease BellSouth's incentive, which MCI WorldCom opposes.

179. Other examples of remedies issues on which the parties disagree include the following:

- MCI WorldCom proposes additional remedies for late and incomplete reports and non-reported requirements, which apparently BellSouth opposes.
- BellSouth has proposed to limit significantly the measures to which remedies may apply, whereas MCI WorldCom proposes only a few such "diagnostic" measures.
- MCI WorldCom proposes that the remedy plan would be effective immediately, whereas BellSouth would make the plan effective only after it receives authorization to provide in-region long distance service.

- BellSouth proposes a six month "burn-in" period for new measures, while MCI WorldCom opposes burn-in periods.

- BellSouth has sought to impose other limitations on liability that are unreasonable and indefinite.

180. MCI WorldCom seeks the right to trigger a performance measurement audit up to once every six months. BellSouth has proposed that MCI WorldCom be able to obtain such an audit only if ordered by the Authority. BellSouth's proposal would result in a cumbersome process that would only delay audits necessary to ensure that BellSouth is playing by the rules.

181. MCI WorldCom submits that its Attachment 10 and the attached MPS, both included in Exhibit C attached hereto, should be adopted.

K. General Terms and Conditions

ISSUE 106

Issue: *Should the Interconnection Agreement contain a provision establishing that BellSouth will provide Services in any combination requested by MCI WorldCom? (Part A, Section 1.2.)*

MCIW position: *Yes. The Interconnection Agreement should contain a provision establishing that BellSouth will provide Services in any combination requested by MCI WorldCom.*

BST position: *No. BellSouth objects to including a provision in the Interconnection Agreement establishing that it will provide Services in any combination requested by MCI WorldCom.*

182. The provision proposed by MCI WorldCom will facilitate the development of complete and innovative competitive service offerings. It will make

clear that MCI WorldCom can use all of the service delivery methods made available by the Telecommunications Act, in combination, to provide telecommunications services. For example, MCI WorldCom could provide service to end-users by combining various resale services with unbundled network elements.

183. The Act envisions use of all of the service delivery methods made available by the Act so as to provide as much competitive choice in telecommunications services as possible. The Act contains no restrictions on the use of various service delivery methods in combination, and the imposition of any restrictions would serve no valid public policy. Moreover, the FCC regulations, discussed above with respect to the issues pertaining to UNE combinations, provide that ILECs can impose no restrictions on the use of network elements and the Act prohibits the imposition of restrictions on the use of resale services, with only one specific restriction on the use of resale services permitted (the prohibition of cross-class sale). Because BellSouth possesses superior information about its network and superior access to its network it should perform any necessary combining of services. This will obviate the practical difficulties associated with MCI WorldCom combining elements that are part of BellSouth's network.

ISSUE 107

Issue:	*Should the parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreement? (Part A, Sections 11.1.1 and 11.1.2.)*
MCIW position:	*Yes. There should be no limitation of liability for material breaches of the Agreement.*
BST position:	*No. There should be a limitation of liability for material breaches of the Agreement.*

184. MCI WorldCom proposes that a damages cap not be applied when a party to an Interconnection Agreement fails to honor in a material respect a material provision of the Agreement. Without this exception, BellSouth would have an incentive to breach the contract when the benefit to BellSouth exceeded its possible liability. The language MCI WorldCom proposes is the same as the language in the existing Interconnection Agreements between the parties. BellSouth proposes to change the Commission approved language and substantially limit its liability when it materially breaches the Agreement.

185. MCI WorldCom submits that BellSouth must be given sufficient incentive to comply with the Agreement and should not be able to insulate itself from the consequences of its actions as it proposes. The language MCI WorldCom has provided is reciprocal, has been approved by the Commission previously, is commercially reasonable, and should be adopted.

ISSUE 108

Issue:	*Should MCI WorldCom be able to obtain specific performance as a remedy for BellSouth's breach of contract? (Part A, Section 14.1.)*
MCIW position:	*Services under the Agreement are unique, and specific performance is an appropriate remedy for BellSouth's failure to provide the services as required in the Agreement.*
BST position:	*Whether specific performance is appropriate is a legal question dependent upon the specific breach. This is not an appropriate subject for arbitration under Sections 251 and 252.*

186. MCI WorldCom submits that the nature of the services provided by BellSouth under the Agreement is such that specific performance almost always will be

the most appropriate remedy. In the last round of arbitrations, the Commission approved language including specific performance as one of the remedies available to MCI WorldCom. The Authority will be hamstrung in discharging its responsibility to enforce interconnection agreements if it cannot order BellSouth to comply with their terms. MCI WorldCom should continue to have the right to specific performance in the Agreement.

ISSUE 109

Issue:	*Should BellSouth be required to permit MCI WorldCom to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, with the same effective date, and should BellSouth be required to provide MCI WorldCom with copies of BellSouth's interconnection agreements with third parties within fifteen days of the filing of such agreements with the Authority? (Part A, Section 18.)*
MCIW position:	*Yes. BellSouth should provide nondiscriminatory treatment, and provide MCI WorldCom with such agreements.*
BST position:	*No. BellSouth opposes MCI WorldCom's proposed language.*

187. MCI WorldCom is entitled to obtain more favorable rates, terms and conditions obtained by a third party, whether those rates, terms and conditions are obtained through negotiations or a judicial or regulatory proceeding. This right is provided under the Act, Section 252(i), and promotes the public policy of ensuring that MCI WorldCom receive nondiscriminatory treatment from BellSouth. MCI WorldCom proposes that the effective date of the substituted rates, terms or conditions be the same as for the third party. Further, to ensure that MCI WorldCom is aware of the availability of such rates, terms and conditions, BellSouth should be required to provide MCI

WorldCom any interconnection agreement between BellSouth and a third party within fifteen days of the filing of the agreement.

ISSUE 110

Issue:	*Should BellSouth be required to take all actions necessary to ensure that MCI WorldCom confidential information does not fall into the hands of BellSouth's retail operation, and shall BellSouth bear the burden of proving that such disclosure falls within enumerated exceptions? (Part A, Section 20.1.1.1.)*
MCIW position:	*Yes. BellSouth should take all measures necessary to protect MCI WorldCom's confidential information from BellSouth's retail operations, and should bear the burden of proving that disclosure falls within enumerated exceptions.*
BST position:	*No. BellSouth proposes that it only should be required to take all reasonable measures to protect confidential information from BellSouth's retail operations, and should not bear the burden of proving that disclosure falls within enumerated exceptions.*

188. By virtue of BellSouth's position as MCI WorldCom's sole supplier of many services and elements, BellSouth comes into possession of MCI WorldCom confidential information. It is critical that this information not fall into the hands of BellSouth's retail operation, which could use the information to its competitive advantage. BellSouth is only willing to "take all reasonable measures" to safeguard MCI WorldCom's confidential information from its retail operations, and is not willing to assume the burden of establishing that disclosure of such information falls into one of the enumerated exceptions (such as the exception for when confidential information becomes public through no breach of contract by BellSouth).

189. BellSouth's proposal does not go far enough to protect MCI WorldCom's confidential information. BellSouth should be required to take all actions necessary to ensure that its retail operations do not obtain such information. If such disclosure does occur, a rebuttable presumption should arise that BellSouth has breached its obligations to preserve confidentiality, and BellSouth should bear the burden of proving that the disclosure was permissible under one of the exceptions enumerated in Part A, Section 19.1.2.

ISSUE 111

Issue:	*What procedures should be followed for audits of billing records? (Part A, Section 21.2.)*
MCIW position:	*The procedures MCI WorldCom has proposed for such audits should be followed.*
BST position:	*The procedures BellSouth has proposed should be followed.*

190. MCI WorldCom has proposed procedures for audits of billing records. BellSouth has rejected this language and proposed alternative procedures, including language expressly dealing with PIU and PLU reporting. MCI WorldCom submits that the audit procedures it has proposed are preferable and should be followed.

REQUEST FOR RELIEF

WHEREFORE, MCI WorldCom respectfully requests that the Authority grant the following relief:

A. The Authority should arbitrate the unresolved issues between MCI WorldCom and BellSouth within the timetable specified in the Act.

B. The Authority should issue an order directing the parties to submit MCIm-BellSouth and Brooks Fiber-BellSouth Interconnection Agreements reflecting

the agreed upon language in Exhibit C and the resolution in this arbitration proceeding of the unresolved issues described above.

C. The Authority should retain jurisdiction of this arbitration until the parties have submitted an agreement for approval by the Authority in accordance with Section 252(e) of the Act.

D. The Authority should further retain jurisdiction of this arbitration and the parties hereto until BellSouth has complied with all implementation time frames specified in the arbitrated agreement and that agreement has been fully implemented.

E. The Authority should take such other and further actions as it deems appropriate.

RESPECTFULLY SUBMITTED, this 14th day of April, 2000.

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EXHIBIT A

MCI WORLDCOM

Two Northwinds Center
2520 Northwinds Parkway
Suite 500
Alpharetta, GA 30004

November 8, 1999

Via Overnight Mail

Pat Finlen
Manager, Interconnection Services/Pricing
BellSouth Telecommunications, Inc.
675 West Peachtree Street
Atlanta, Georgia 30375

Dear Pat:

This letter is to formally request that on Monday, November 8, 1999, MCIW (representing MCIm and Brooks Fiber Communications of Tennessee, Inc.) and BellSouth begin negotiation of the follow on agreements to the MCIm-BellSouth Interconnection Agreement and the Brooks Fiber-BellSouth Interconnection Agreement for Tennessee as required under Section 3 of Part A of the Agreement. This is a request for negotiation of an Interconnection Agreement pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Although this letter constitutes a formal request for negotiation of an Interconnection Agreement for Tennessee, it is MCIW's expectation that these negotiations can occur at the same sessions as the negotiations for Georgia. As previously agreed to, we are currently negotiating terms and conditions which will apply, for the most part, throughout the BellSouth region. Please keep in mind that some language for Tennessee may differ based on the specific requirements for that state.

Please contact me at (770) 625-6820 if you have any questions or would like to discuss this matter in more detail.

Sincerely,

Bryan Green
Senior Manager, Carrier Agreements

cc: Marcel Henry (MCIW)
David Sered (MCIW)
John Monroe (MCIW)

EXHIBIT B

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
1.	Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface? (Attachment 1, Section 2.9.)	No. When BellSouth fails to provide an electronic interface, it should not be able to impose a manual ordering charge.	Yes. BellSouth can impose manual ordering charges regardless of whether an electronic interface is available.
2.	What prices should be included in the Interconnection Agreements? (Attachment 1, Appendix 1.)	The rates adopted as permanent by the Authority generally should be used. For those rates that the Authority has not set on a permanent basis, the interim rates should be as proposed by MCI WorldCom in Attachment 1.	Interim rates should be those proposed by BellSouth.
3.	Should the resale discount apply to all telecommunication services BellSouth offers to end users, regardless of the tariff in which the service is contained? (Attachment 2, Section 1.1.1.)	Yes. Offering a retail service under a tariff other than the private line or GSST tariffs does not preclude it from the wholesale discount.	No. Only private line and GSST tariff services are available for discount, consistent with the Act.
4.	Should BellSouth have the right to determine unilaterally the demarcation points for access to UNEs?(Attachment 3, Section 2.2; Part B)	No. MCIW should have the right to designate any technically feasible point for access to UNEs.	Yes. MCIW should be able to obtain access to UNEs only at demarcation points established by BellSouth.
5.	Should BellSouth be required to provide OS/DA as a UNE? (Attachment 3, Section 2.8)	Yes. BellSouth must provide OS/DA as a UNE until it complies with the FCC's UNE Remand Order. Because BellSouth has not yet complied with the order, it must provide OS/DA as a UNE.	No. BellSouth contends that because it offers selective routing, whether or not effective, it is not required to provide OS/DA as a UNE.
6.	Should BellSouth be	Yes. BellSouth should be	No. Only those

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network?(Attachment 5, Section 2.4)	directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in BellSouth's network.	elements that already have been combined in BellSouth's network must be provided to CLECs in combined form.
7.	Should BellSouth be required to combine network elements that are not ordinarily combined in its network? (Attachment 3, Section 2.11)	Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are not ordinarily combined in its network.	No. BellSouth should not be required to provide such combinations.
7A	Should BellSouth charge MCI WorldCom only for UNEs that it orders and uses, and should UNEs ordered and used by MCI WorldCom be considered part of its network for reciprocal compensation and switched access charges? (Attachment 3, Section 2.12 and Attachment 4, Section 9.11.)	Yes. This approach should be adopted.	BellSouth's position is unknown.
8.	Should UNE specifications include non-industry standard, BellSouth proprietary	No. Only industry standard specifications should be used.	Yes. BellSouth proprietary specifications should be included.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	specifications? (Attachment 3, Appendix 1; Attachment 3, Sections 4.3-4.14)		
9.	Should MCIW be required to use a special construction process, with additional costs, to order facilities of the type normally used at a location, but not available at the time of the order?(Attachment 3, Section 4.1.1.)	No. The special construction process only should be required when the requested facilities are not of the type normally used at a location.	Yes. The basis for BellSouth's position is unknown.
10.	Should the Interconnection Agreement contain terms governing spectrum compatibility and spectrum management?(Attachment 3, Sections 4.2-4.3)	Yes. The Interconnection Agreement should contain terms governing spectrum compatibility and spectrum management.	BellSouth's position is unknown.
11.	Should MCIW access the feeder distribution interface directly or should BellSouth be permitted to introduce an intermediate demarcation device?(Attachment 3, Sections 4.5.1.1.1, 4.5.1.2.3.)	MCIW should access subloop elements wherever it is technically feasible to do so, including at the feeder distribution interface, without having to connect to unneeded intermediate devices.	BellSouth wishes to introduce a new intermediate demarcation point for subloop feeder cross connections. BellSouth is checking its position.
12.	Should the Interconnection Agreement contain terms governing the provision of optical loop concentrators,	Yes. The Interconnection Agreement should contain terms governing the provision of optical loop concentrators, intelligent loop concentrators, and	BellSouth's position is unknown.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	intelligent loop concentrators, and DSLAMs as unbundled network elements? (Attachment 3, Sections 4.6-4.9)	DSLAMs as unbundled network elements.	
13.	Is optical feeder a subloop element which BellSouth must provide upon request? (Attachment 3, Sections 4.4.1.3-4.5.1.5.)	Yes. Optical feeder is a subloop element which must be made available upon request pursuant to the Act and FCC regulations.	No. Optical feeder is not a subloop element which must be made available to new entrants upon request.
14.	Should BellSouth leave in place any regenerators or amplifiers installed on its dark fiber (to the extent any regenerators or amplifiers are installed on the fiber), unless requested otherwise by MCIW? (Attachment 3, Section 6.1)	Yes. BellSouth should leave in place any regenerators or amplifiers installed on its dark fiber (to the extent any regenerators or amplifiers are installed on the fiber). Regenerators or amplifiers should not be removed unless MCIW requests their removal.	No. BellSouth asserts that there are no regenerators or amplifiers on its dark fiber.
15.	When an MCIW customer served via the UNE-platform makes a directory assistance or operator call, must the ANI-II digits be transmitted to MCIW via Feature Group D signaling from the point of origination? (Attachment 3, Section 7.2.1.16)	Yes. BellSouth should route these calls to MCIW, via an AIN dip, over common transport to a BellSouth tandem. To provide this functionality, BellSouth should convert the signaling to Feature Group D signaling at the point of origination.	No. BellSouth insists that OS/DA traffic be sent to MCIW via MOS signaling.
16.	Should BellSouth be required to provide	Yes. BellSouth should be required to provide GR-303	No. BellSouth should not be

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	GR-303 equipped integrated digital loop carrier? (Attachment 3, Section 4.3.)	equipped integrated digital loop carrier.	required to provide GR-303 equipped integrated digital loop carrier because it has not deployed this equipment extensively in its network.
17.	This issue has been consolidated with Issue 13.		
18.	Is BellSouth required to provide all technically feasible unbundled dedicated transport between locations and equipment designated by MCIW so long as the facilities are used to provide telecommunications services, including interoffice transmission facilities to network nodes connected to MCIW switches and to the switches or wire centers of other requesting carriers? (Attachment 3, Section 10.1.	Yes. BellSouth is required to provide dedicated interoffice transmission facilities to the locations and equipment designated by MCIW, including network nodes connected to MCIW switches and to the wire centers and switches of other requesting carriers.	No. BellSouth will not provide dedicated interoffice transmission facilities to nodes in MCIW's network connected to MCIW switches or to switches of other requesting carriers. BellSouth only will provide transport to an MCIW or BellSouth switch or wire center.
19.	How should BellSouth be required to route OS/DA traffic to MCIW's operator services and directory assistance platforms (Attachment 3, Sections 7.3.2, 7.3.2.2, 7.3.2.3,	MCIW should have the option of having OS/DA traffic delivered to its OS/DA platforms in one of two ways. First, BellSouth should be required to transport this traffic using shared transport, either for all OS/DA calls or on an overflow basis, using a compatible signaling	BellSouth does not route operator services or directory assistance calls, or calls to other MCIW end points or platforms, through the tandem switch. BellSouth does not provide selective routing

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	7.6.4, 14.2.1.5. and 14.2.8; Attachment 9, Sections 2.8.1, 2.8.1.1, 3.2.1.1, 3.5.2 and 3.5.2.1.)	protocol from the point of origination. Second, BellSouth should be required, at MCIW's option, to provide dedicated transport for this traffic, using a compatible signaling protocol from the point of origination.	using Feature Group D signaling with conversion occurring at the point of origination.
20.	Should BellSouth be required to provide integrated packet handling capabilities in its ISDN switching offering? (Attachment 3, Section 7.5.2.1.1.)	Yes. Integraged packet handling is one of the basic features of ISDN.	BellSouth's position is unknown.
21	Should BellSouth be required to provide line class codes to MCIW in BellSouth's switches throughout its nine state region within specified intervals? (Attachment 3, Section 7.6.5.)	Yes. Line class codes should be assigned on a regionwide basis.	BellSouth's position is unknown.
22.	Should the Interconnection Agreements contain terms addressing line sharing? (Attachment 3, Sections 14.1-14.1.8.)	The Interconnection Agreements should contain terms addressing line sharing.	BellSouth would not discuss line sharing terms, claiming that it is premature to do so.
23.	Does MCIW's right to dedicated transport as an unbundled network element include SONET rings that exist on BellSouth's network? (Attachment 3, Sections 10.2.3,	Yes. MCIW's right to dedicated transport as an unbundled network element includes SONET rings which exist on BellSouth's network.	No. BellSouth refuses to provide existing SONET rings on its network as unbundled dedicated transport.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	10.5.2, 10.5.6.3, 10.5.9, 10.6, 10.7.2.16.)		
24.	Should BellSouth be required to support C-bit parity? (Attachment 3, Section 10.5.6.2.)	Yes. C-bit parity is a format accepted in the industry for non-channelized DS3 applications.	No. BellSouth claims it cannot support C-bit parity.
25.	Should BellSouth be required to use spare facilities, when available, to bring MCIW customers back on line as quickly as possible? (Attachment 3, Section 10.7.2.12.)	Yes. BellSouth should restore the customer's service first, then repair the facilities in question.	No. The basis for BellSouth's position is unknown.
26.	Should BellSouth be required to permit MCIW to provision LIDB records associated with MCIW customers (such as additions, updates and deletions) directly into BellSouth's LIDB provisioning process? (Attachment 3, Section 13.4.2.10.)	Yes. Direct entry of such modifications is the most efficient process.	No. When MCIW is providing services via UNEs, MCIW should be required to submit such updates to BellSouth's Database Administration Center. When MCIW is providing services via resale, MCIW should be required to submit such updates to the LCSC.
27.	What access must BellSouth provide to its Advanced Intelligent Network and Service Creation Environment and Service Management Systems?	The appropriate access is described in the language proposed by MCIW in Attachment 3, Section 13.6.	BellSouth has rejected MCIW's language for reasons that are not clear.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	(Attachment 3, Section 13.6.)		
28.	Should BellSouth provide the calling name database via electronic download or via similar convenient media? (Attachment 3, Section 13.7.)	Yes. BellSouth should provide the calling name database via electronic download or via similar convenient media.	No. BellSouth will not provide the calling name database via electronic download or similar convenient media.
29.	Should calls from MCIW customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, be terminated by BellSouth from the point of interconnection in the same manner as other local traffic, without a requirement for special trunking? (Attachment 4, Section 1.1.1)	Calls from MCIW customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, should be terminated by BellSouth from the point of interconnection in the same manner as is other local traffic, without a requirement for special trunking.	For calls from MCIW customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, MCIW should be required to trunk the calls to BellSouth's TOPS platform.
30.	How should Joint Fiber Facilities be augmented? (Attachment 4, Section 1.7)	MCIW suggests a 75% trigger of trunk utilization to augment the trunk group and a 50% trigger to start the process to increase facility capacity.	BellSouth asserts that this proposal is unworkable and imposes undue burdens on BellSouth.
31.	What level of capacity initially should be purchased and installed on joint optical interconnection facilities? (Attachment 4,	The initial fiber optic system purchased and installed on the interconnection facilities should be at an OC-48 level.	BellSouth has not made known its position on this issue.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	Section 1.6.3.)		
32.	Should there be any charges for use of a joint optical interconnection facility built 50% by each party? (Attachment 4, Sections 1.6.8, 1.6.9.)	No. There should be no charge by either party for use of the joint optical interconnection facility.	Yes. BellSouth proposes a charge for use of the joint optical interconnection facility for transit traffic under certain circumstances.
33.	Does MCIW have the right to require interconnection via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System (SONET ring)? (Attachment 4, Section 1.6)	Yes. MCIW has the right pursuant to the Act, FCC regulations, and the Local Competition Order to require any technically feasible method of interconnection, including a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System.	No. BellSouth has the right to refuse to interconnect via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System.
34.	Is BellSouth obligated to provide and use two-way trunks that carry each party's traffic? (Attachment 4, Sections 2.1.1.2 and 2.1.2)	Yes. BellSouth must provide and use two-way trunks pursuant to FCC regulations. Two-way trunks are more cost efficient and make testing easier.	No. BellSouth believes that it should be able to use one-way trunking for its traffic if it chooses.
35.	If the parties ever choose to implement a combination trunk group, should that trunk group be operated as a two-way trunk? (Attachment 4, Sections 2.1.1.3-2.1.1.3.2, 2.2.6-2.2.7.)	Yes. If in the future the parties choose to implement a combination trunk group, that trunk group should be operated as a two-way trunk.	No. BellSouth reserves the right to refrain from using a combination trunk group.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
36.	Does MCIW, as the requesting carrier, have the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point? (Attachment 4, Sections 1.3 and 1.3.1, Attachment 5, Section 2.1.4.)	Yes. MCIW has the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations to designate the network point (or points) of interconnection at any technically feasible point.	No. Each party should be able to select the point of interconnection for its own originating traffic.
37.	Should BellSouth be permitted to require MCI WorldCom to fragment its traffic by traffic type so it can interconnect with BellSouth's network? (Attachment 4, Sections 2.2.6-2.2.7)	No. Such fragmentation is inefficient and wasteful.	Yes. BellSouth should be permitted to fragment trunk groups by traffic type because it maintains such separate trunk groups for itself.
38.	Should MCIW be entitled to interconnect at a BellSouth remote end office? (Attachment 4, Section 2.2.6.)	Yes. MCIW is entitled to interconnect at a BellSouth remote end office, when technically feasible.	No. It is not technically feasible to interconnect at BellSouth's remote end offices
39.	How should Wireless Type 1 and Type 2A traffic be treated under the Interconnection Agreement?	MCIW position: This traffic should be routed on the local/intralata/transit logical trunk group that rides the mid-span fiber meet facilities. MCIW	Type 1 traffic should be treated for routing and billing purposes as though it were landline traffic

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	(Attachment 4, Section 9.7.2.)	agrees with BellSouth that the Type 1 traffic is not really "meet point" traffic, and that the Type 2A traffic should be billed in accordance with the OBF Meet Point Billing guidelines as described in response to Issue 45.	originated by BellSouth or MCIW Type 2A traffic should be treated similarly when the carriers have implemented Meet Point Billing capabilities consistent with industry guidelines.
40.	What is the appropriate definition of internet protocol (IP) and how should outbound voice calls over IP telephony be treated for purposes of reciprocal compensation? (Attachment 4, Section 9.10.)	The question of whether long-distance carriers should pay access charges when they utilize IP telephony is beyond the scope of this arbitration proceeding. The FCC has not imposed interstate access charges on IP telephony; the only available form of inter-carrier compensation for the services at issue in this arbitration is reciprocal compensation.	BellSouth believes that the Interconnection Agreement should specify that voice over IP traffic is switched access traffic.
41.	Should the Interconnection Agreements contain language which, while purporting to address the issue of false traffic generated for the purpose of obtaining increased reciprocal compensation, actually exclude traffic to Internet Service Providers from reciprocal compensation obligations?	No. The contract should not include language which excludes calls to Internet Service Providers from reciprocal compensation obligations.	Yes. BellSouth has proposed contract language which, while purporting to address the issue of false traffic generated for the purpose of obtaining increased reciprocal compensation, actually excludes traffic to Internet Service Providers from reciprocal compensation obligations.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	(Attachment 4, Section 9.3.1.)		
42.	Should MCIW be permitted to offer tandem services for switched access traffic? (Attachment 4, Section 2.3.8.)	Yes. BellSouth should not be permitted to monopolize the tandem services business.	No. MCIW should be prohibited from delivering switched access traffic by any means other than switched access trunks and facilities.
43.	When the ANI, CPN and BTN are not available, should the parties be required to include in the information transmitted with the call the NPA/NXX associated with the trunk group or the telephone number associated with the trunk group? (Attachment 4, Section 9.2.2.)	Yes. The parties should be required to provide the telephone number associated with the trunk.	BellSouth's position is unknown.
44.	Should BellSouth be required to provide an inclusive list of NXXs associated with each local calling area, with updates as requested by MCIW? (Attachment 4, Section 2.2.8.)	Yes. MCIW requries this information for accurate billing.	No. This information is available from other sources.
45.	How should third	From a routing perspective,	BellSouth proposes

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	party transit traffic be routed and billed by the parties? (Attachment 4, Sections 9.5.1, 9.5.2, 9.5.3, 9.7.1, 10.7.1.1 and 10.7.2.)	this traffic should be exchanged over the same logical trunk group as all other local and intraLATA toll traffic. BellSouth should bill the originating carrier consistent with the Ordering and Billing Forum (OBF) Meet Point Billing Guidelines (single bill/single tariff option).	that MCI WorldCom be required to order separate local transit switched access trunks and that billing be handled via a different OBF option.
46.	Should BellSouth be permitted to impose restrictions on MCIW's ability to assign NPA/NXX codes to MCIW's end-users? (Attachment 4, Section 9.4.6.)	No. BellSouth should not be permitted to impose restrictions on MCIW's ability to assign NPA/NXX codes to MCIW's end-users.	Yes. BellSouth proposes that CLECs be prohibited from assigning NPA/NXXs to end users located outside the local calling area of the rate center with which the NPA/NXX has been associated.
47.	Should reciprocal compensation payments be made for calls bound to ISPs?(Attachment 4, Section 9.3.2)	Yes. Reciprocal compensation payments should be applicable to calls made from one carrier's customers to the ISP customer of the other carrier.	No. Reciprocal compensation payments should not be made on calls from one carrier's customers to the ISP customer of the other carrier.
48.	This issue has been consolidated with Issue 45.		
49.	Should the designation of Local Traffic be dependent on the type of switching technology used, including packet switching? (Attachment 4,	No. The designation of local traffic should not be dependent on the type of switching technology used.	Yes. The designation of local traffic is dependent on the type of switching technology used.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	Section 10.3.3 (BST Section 9.3.3)		
50.	Should MCI WorldCom's compensation under the Agreement for functions comparable to BellSouth's be constrained by the type of transport and switching it provides, rather than the equivalence of function provided? (Attachment 4, Sections 9.4, 10.4.2.1-10.4.2.3.)	No. It is the function provided that should determine the compensation.	Yes. Compensation for switching and transport is payable only to the extent MCIW uses BellSouth's network design and configuration.
51.	Is BellSouth required to pay tandem charges when MCIW terminates BellSouth local traffic using a switch serving an area comparable to a BellSouth tandem? (Attachment 4, Section 10.4.2.)	Yes. When an MCIW local switch covers a geographic area comparable to the area served by a BellSouth tandem, MCIW is entitled to charge BellSouth the tandem rate, meaning the rate for tandem switching, transport and end office switching.	No. BellSouth contends MCIW should not be entitled to charge the tandem rate under these circumstances.
52.	Should BellSouth be required to pay access charges to MCIW for non-presubscribed intraLATA toll calls handled by BellSouth? (Attachment 4, 10.5.1.2)	Access charges should always be assessed against the intraLATA toll carrier.	BellSouth should not be required to pay access charges to MCIW for non-presubscribed intraLATA toll calls handled by BellSouth.
53.	Should call jurisdiction be based on the calling party	Call jurisdiction for purposes of billing should be based on the calling party	Call jurisdiction for purposes of billing should be based on

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	number or on jurisdictional factors that represent averages? (Attachment 4, Section 10.6.1.)	number.	industry averages such as "percent interstate use" or "percent local use."
54.	Should security charges be assessed for collocation in offices with existing card key systems, and how should security costs be allocated in central offices where new card key systems are being installed? (Attachment 5, attachment 1, appendix 1)	Security charges should not be assessed for collocation in central offices with existing card key systems. Security costs for collocation in central offices in which new systems are built should be assessed on a pro-rata basis.	Security charges should be assessed for collocation in central offices with existing card key systems. Security costs for collocation in central offices in which new systems are built should be allocated on a per capita basis.
55.	Should BellSouth be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application? (Attachment 5, Section 2.1.1.3)	Yes. BellSouth should be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application.	No. BellSouth will not provide a response to a collocation application within fifteen days.
56.	Should BellSouth be required to provide DC power to adjacent collocation space? (Attachment 5, Section 3.4)	Yes. BellSouth should be required to provide DC power to adjacent collocation space.	No. BellSouth cannot provide DC power to adjacent collocation space.
57.	Should the Interconnection Agreement include terms and conditions regarding virtual collocation? (Attachment 5, Section 6)	Yes. The Interconnection Agreement should contain the terms and conditions governing the provision of virtual collocation.	No. Virtual collocation terms and conditions are tariffed and there is no need to negotiate virtual collocation terms and conditions.
58.	Should BellSouth be	Yes. BellSouth should be	No. BellSouth

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	required to respond to a request for copies of all environmental investigations pertaining to collocation space within three days? (Attachment 5, Section 7.4.1).	required to respond within three days.	should be required to respond within ten days
59.	Should collocation space be considered complete before BellSouth has provided MCIW with cable facility assignments ("CFAs")? (Attachment 5, Section 7.15.2).	No. Collocation space is not complete until CFAs have been provided.	Yes. CFAs will not be provided until the collocator's equipment has been installed by BellSouth or certified vendors
60.	Should BellSouth provide MCIW with certain collocatoin information at the joint planning meeting? (Attachment 5, Sections 7.17.2, 7.17.4 and 7.17.10)	Yes. The requested information should be provided at the joint planning meeting.	No. BellSouth should not be required to provide the requested information for the joint planning meeting.
61.	What rates, terms and conditions should govern the provision of DC power to MCIW's collocation space? (Attachment 5, Section 7.18.6)	The same rate for DC power as ordered by the Commission should govern.	The rates for DC power should be otherwise than as ordered by the Commission
62.	Should BellSouth be required to provision	Yes. BellSouth should be required to provision caged	No. BellSouth will not agree to

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	caged collocation space (including provision of the cage itself) within 90 days and virtual and cageless collocation within 45 days? (Attachment 5, Section 7.19)	collocation space within 90 days and virtual and cageless collocation within 45 days.	provision caged collocation space within 90 days and virtual and cageless collocation within 45 days.
63.	Is MCIW entitled to use any technically feasible entrance cable, including copper facilities? (Attachment 5, Section 7.21.1)	Yes. MCIW is entitled to use any technically feasible entrance cable, including copper facilities.	No. MCIW should be restricted to the use of fiber entrance facilities only, because copper facilities are "too thick."
64.	Is MCIW entitled to verify BellSouth's assertion, when made, that dual entrance facilities are not available? Should BellSouth maintain a waiting list for entrance space and notify MCIW when space becomes available? (Attachment 5, Section 7.21.2.)	Yes. MCIW should be permitted to verify BellSouth's assertion that dual entrance facilities are not available. BellSouth should maintain a waiting list for entrance space and notify MCIW when space becomes available.	No. MCIW has no right to verify BellSouth's assertion that dual entrance facilities are not available and BellSouth will not maintain a waiting list.
65.	What information must BellSouth provide to MCIW regarding vendor certification? (Attachment 5, Sections 7.22.1).	BellSouth must allow MCIW to use its own vendors to provision and maintain its collocation space. BellSouth may not unreasonably withhold approval of contractors. BellSouth is permitted to approve vendors hired by MCIW to construct its collocation space, provided that such approval is based on the same criteria that BellSouth uses in approving vendors for its own	BellSouth maintains that MCIW receives precisely the same information that BellSouth provides its vendors concerning the vendor certification process.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
		purposes. BellSouth has provided MCIW with brochures that generally describe what BellSouth's vendors are required to observe, for purposes of certification, but has failed and refused to provide specific certification requirement.	
66.	What industry guidelines or practices should govern collocation? (Attachment 5, Section 9).	The agreement should include the listed guidelines.	Certain of the guidelines should not be included.
67.	When MCIW has a license to use BellSouth rights-of-way, and BellSouth wishes to convey the property to a third party, should BellSouth be required to convey the property subject to MCIW's license? (Attachment 6, Section 2.5)	Yes. MCIW should not be required to forfeit its license rights, and possibly strand facilities, when BellSouth conveys the underlying property.	No. BellSouth should be able to convey the underlying property without regard to MCIW licenses.
68.	Should BellSouth require that payments for make-ready work be made in advance? (Attachment 6, Sections 4.7.3 and 5.6.1.)	No. A requirement for advanced payment would create delays and would not be commercially reasonable.	Yes. Advanced payment should be required.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
69.	This issue has been resolved.		
70.	Should industry standards be followed concerning handling calls originating from an RCF ported number in a BellSouth end office and sent to the MCIW network? (Attachment 7, Section 2.4.)	Yes. Such calls should be handled by signaling the shadow number in the CPN parameter and ported number in the in the charge number parameter in the SS7 Address Message.	No. The basis for BellSouth's position is unknown.
71.	When BellSouth ports a number to MCIW via interim number portability (INP), should BellSouth be required to send CARE transaction 2231 to notify the appropriate interexchange carrier that access is now being provided by a new carrier? (Attachment 7, Section 2.6.3.)	Yes. It is the industry standard for the ILEC to send this message.	No. The basis for BellSouth's position is unknown.
72.	Should the parties be required to port reserved telephone numbers or suspended lines from one party to the other via LNP, and, in anticipation of porting from one party to the other may a party's subscriber reserve	Yes. Reserved telephone numbers and suspended lines should be ported via LNP, and the subscriber should be allowed to reserve additional numbers in anticipation of porting from one party to another.	No. The basis for BellSouth's position is unknown.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	additional telephone numbers and include them with the numbers that are subsequently ported? (Attachment 7, Section 3.9.)		
73.	Should BellSouth be required to split blocks of numbers (such as DID number blocks) in connection with LNP requests? (Attachment 7, Section 3.11.)	Yes. BellSouth must be able to support partial migration orders.	No. The basis for BellSouth's position is unknown.
74.	This issue has been consolidated with Issue 92.		
75.	For end users served by INP, should the end user or the end user's local carrier be responsible for paying the terminating carrier for collect calls, third party billed calls or other operator assisted calls? (Attachment 7, Section 2.6.)	Yes. The end user should be responsible for payment. The terminating carrier can obtain billing information from the end user's local carrier.	No. The local carrier should be responsible for payment. BellSouth claims it has no way to bill the end user for such calls.
76.	Should BellSouth be required to develop the industry standard EDI pre-ordering interface (REDI) without charging MCIW for the up-	BellSouth is required to develop industry standard interfaces such as REDI at its expense (to be recovered through recurring charges).	BellSouth has industry standard interfaces that comply with the Act. To the extent MCIW wants BellSouth to

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	front development costs? (Attachment 8, Sections 1.4.5-1.4.6.2, 2.1.1 and 2.3.3.)		develop additional interfaces at MCI's expense, BellSouth is prepared to do so.
77.	Should BellSouth be required to provide one free seat each year for MCIW to attend a training session on each of BellSouth's OSS systems? (Attachment 8, Section 1.7.7.2.)	Yes. Such training is appropriate.	BellSouth has agreed to provide one free seat for MCIW to attend a training session for BellSouth's OSS systems, but it is not clear whether the session would include each of BellSouth's systems.
78.	How should the agreed upon credit information be provided? (Attachment 8, Section 1.7.9.)	The parties should provide credit information to a mutually agreed upon third party credit reporting agency.	The information should be provided via customer service records.
79.	Should BellSouth be required to provide all relevant data necessary to provide caller ID and Caller ID with Name to MCIW customers, and should BellSouth be required to use its best effort in working with MCIW to ensure that Caller ID and Caller ID with Name work for both	Yes. MCIW requires such data and cooperation to provide Caller ID services.	No. The basis for BellSouth's position is unknown.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	local and 1+ calls for MCIW customers? (Attachment 8, Seciton 1.9.1.)		
80.	Should BellSouth be required to provide an application-to-application access service order process? (Attachment 8, Sections 2.1.1.2, 2.2.3.)	Yes. Such a process is needed to obtain pre-order information electronically for UNEs ordered via an access service request.	No. Such a process is not required under the Act.
81.	Should BellSouth provide a service inquiry process for local services? (Attachment 8, Section 2.2.1.)	Yes. BellSouth should provide service inquiry for pre-ordering.	No. Service inquiry is a function of ordering, not pre-ordering.
82.	Should the parties be required to establish procedures and processes relating to the pre-ordering interface and designate organizations and personnel that will support it? (Attachment 8, Section 2.4.)	Yes. Such steps are necessary to ensure the adequate functioning of the pre-ordering interface.	No. BellSouth proposes to provide a single point of contact that will provide technical and escalation support for BellSouth's interfaces.
83.	Should BellSouth be required to provide downloads of the RSAG, PSIMS and PIC databases without license agreements?(Attach	Yes. BellSouth should provide RSAG, PSIMS, and PIC database downloads without a license agreement or use restrictions, and should provide PSIMS and PIC downloads at no cost.	No. These are proprietary databases to which MCIW currently has access; BellSouth will provide a download

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	ment 8, Sections 2.5)		of the databases at MCI's expense under a license agreement.
84.	Should the parties be required to develop jointly an implementation plan for the ordering of local switching in combination with unbundled loops, including UNE-P? (Attachment 8, Section 3.)	Yes. These procedures will enhance the smooth roll-out of such combinations.	No. The basis for BellSouth's position is unknown.
85.	What procedures should be used for PIC changes? (Attachment 8, Section 3.2.4.)	MCIW has proposed procedures that would require BellSouth, for example, to notify MCIW whenever one of its local customers (whether through resale, UNEs, INP or LNP) changes its PIC status.	BellSouth has not accepted MCIW's language, and instead proposed language that require BellSouth, for example, to notify MCIW of only its resale customers' PIC status changes
86.	What are the applicable ordering charges when electronic interfaces are in place but they fail to work? (Attachment 8, Section 3.1.4.)	If electronic interfaces are in place but they fail to work, BellSouth should not impose manual ordering charges. If BellSouth's electronic interfaces cannot be used by CLECs because they are not working, CLECs should not suffer further by incurring the high manual ordering charges.	BellSouth's position is that MCI WorldCom should pay manual ordering charges whenever MCI WorldCom places manual orders, regardless of whether the failure of its electronic interfaces forced MCI WorldCom to use the manual process.
87.	Should MCIW be required to pay for	No. BellSouth should not receive additional payment	Yes. MCIW should be required to pay

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	expedited service when BellSouth provides service after the offered expedited date, but prior to BellSouth's standard interval? (Attachment 8, Section 3.2.7.2.)	when it fails to perform in accordance with the specified expedited timeframe.	expedite charges under these circumstances.
88.	For customer premises installations, should BellSouth be required, at MCIW's request, to cable from the demarcation point to the customer's equipment location in accordance with BellSouth's procedures and at parity with the provision of such services to BellSouth's customers? (Attachment 8, Section 3.2.8.3.)	Yes. BellSouth should provide parity with respect to the provisioning of inside wire.	BellSouth's position is unknown.
89.	When BellSouth rejects an MCIW order, should it be required to identify all errors in the order that would cause it to be rejected? (Attachment 8, Section 3.2.10.1.)	Yes. Identifying all errors in the order will prevent the need for submitting the order multiple times.	No. BellSouth's systems do not enable it to identify all errors in an order.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
90.	Should BellSouth be required to provide completion notices for manual orders? (Attachment 8, Section 3.2.15.)	MCIW should receive completion notices for all orders, including manual orders.	BellSouth opposed MCI's language, but is checking its position.
91.	What intervals should apply to FOCs? Should BellSouth be required to check facilities before returning an FOC? (Attachment 8, Section 3.4.1.2.)	MCI's proposed intervals should apply to FOCs. BellSouth should be required to check facilities before returning an FOC so that it represents a firm commitment to provide service on the specified date.	BellSouth's intervals should apply to FOCs. BellSouth's position on facilities checks is unknown.
92.	Should the parties be required to follow the detailed guidelines proposed by MCIW with respect to LNP orders? (Attachment 8, Section 3.6.)	Yes. These guidelines are necessary to improve the LNP ordering process.	No. The parties should follow the guidelines outlined in BellSouth's "The Local Number Portability Ordering Guide for CLECs," Issue 1b dated October 10, 1999.
93.	By when must the parties bill for previously unbilled amounts? By when must they submit bills to one another? (Attachment 8, Sections 4.2.3.4.2, 4.2.3.4.4, 4.2.3.4.5 and 4.2.3.5.)	The parties must bill for previously unbilled amounts within one year of the bill date. The bill date should be no more than ninety days old.	The parties may bill for previously unbilled amounts until the statute of limitations expires, and there should be no deadline for submitting bills.
94.	Should BellSouth be permitted to disconnect service to MCIW for nonpayment? (Attachment 8,	No. The parties should not disconnect for nonpayment. The appropriate remedy should be determined in dispute resolution.	Yes. Disconnection for failure to pay without a billing dispute is standard. BellSouth has to be able to stop

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	Section 4.2.18)		expending costs where the CLEC refuses to pay.
95.	Should BellSouth be required to provide MCIW with billing records with all EMI standard fields? (Attachment 8, Section 5.)	BellSouth should be required to provide MCIW with such billing records.	BellSouth proposes to provide with records it provides through tariffed services known as ADUF and ODUF.
96.	Should BellSouth be required to give written notice when a central office conversion will take place before midnight or after 4 a.m.? (Attachment 8, Section 6.2.4.)	Yes. MCIW needs to receive written notice.	No. Notice via the web should be sufficient.
97.	Should BellSouth be required to provide MCIW with notice of changes to NPA/NXXs linked to Public Safety Answering Points as soon as such changes occur? (Attachment 9, Section 1.1.6.)	Yes. Obtaining this information is a matter of public safety.	No. BellSouth is not at liberty to disclose this information
98.	Should BellSouth be required to provide the 911 information and comply with 911 trunking requirements proposed by MCIW. (Attachment 9, Section 1.3.6.2.2.)	Yes. The requested information and proposed requirements are necessary for the provision of 911 service.	No. The basis for BellSouth's position is unknown.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
99.	Should BellSouth be required to provide MCIW with 10 digit PSAP numbers? (Attachment 9, Section 1.3.17.)	Yes. BellSouth should be required to provide this information.	No. MCIW should be required to obtain PSAP numbers from local E-911 authorities.
100.	Should BellSouth operators be required to ask MCIW customers for their carrier of choice when such customers request a rate quote or time and charges? (Attachment9, Section 2.2.2.12.)	BellSouth should be required to ask a caller for his or her carrier of choice if the caller requests a rate quote or time and charges.	BellSouth has opposed MCI's language, but is checking its position.
101.	Is BellSouth required to provide shared transport in connection with the provision of custom branding? Is MCIW required to purchase dedicated transport in connection with the provision of custom branding? (Attachment 9, Sections 2.2.4.3.3, 2.8.1, 2.8.1.1, 3.2.1.1, 3.2.4.3.3 and 3.5.2, 3.5.2.1.)	BellSouth is required to provide shared transport as an unbundled network element and shared transport can be used in connection with the provision of custom branding. MCIW is not required to purchase dedicated transport.	MCIW must purchase dedicated transport for the purpose of provisioning custom branding.
102.	Should the parties provide "inward operator services" through local interconnection trunk groups using network routable access codes BellSouth establishes through the LERG?	Yes. Local interconnection trunks often provide the most efficient way to provide this service.	No. Dedicated trunks must be ordered before this service can be provided.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	(Attachment 9, Section 2.6.1-2.6.4.)		
103.	Should BellSouth operators be required to connect MCIW subscribers dialing "0" and requesting directory assistance to any directory assistance platform designated by MCIW? (Attachment 9, Section 2.7.2.)	Yes. BellSouth operators should not automatically route calls for directory assistance from MCIW customers to the BellSouth directory assistance platform, but should follow the routing instructions provided by MCIW.	No. The basis for BellSouth's position is unknown.
104.	Should BellSouth be required to provide directory assistance data in the industry standard format proposed by MCIW. (Attachment 9, Section 3.4.)	Yes. The format proposed by MCIW is appropriate.	No. The basis for BellSouth's position is unknown.
105.	What performance measurement system should BellSouth be required to provide? (Attachment 10.)	BellSouth should use the performance measurement system outlined MCI's proposed Attachment 10, along with the attached MCI WorldCom Measurements and Performance Standards, Version 1.1.	BellSouth should use Service Quality Measurement ("SQM") document. BellSouth is currently in the process of developing a new performance measurements proposal.
106.	Should the Interconnection Agreement contain a provision	Yes. The Interconnection Agreement should contain a provision establishing that BellSouth will provide	No. BellSouth objects to including a provision in the Interconnection

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	establishing that BellSouth will provide Services in any combination requested by MCI? (Part A, Section 1.2)	Services in any combination requested by MCIW.	Agreement establishing that it will provide Services in any combination requested by MCIW.
107.	Should the parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreement? (Part A, Sections 11.1.1 and 11.1.2.)	Yes. There should be no limitation of liability for material breaches of the Agreement.	No. There should be a limitation of liability for material breaches of the Agreement.
108.	Should MCIW be able to obtain specific performance as a remedy for BellSouth's breach of contract? (Part A, Section 14.1.)	Services under the Agreement are unique, and specific performance is an appropriate remedy for BellSouth's failure to provide the services as required in the Agreement.	Whether specific performance is appropriate is a legal question dependent upon the specific breach. This is not an appropriate subject for arbitration under Sections 251 and 252.
109.	Should BellSouth be required to permit MCIW to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, with the same effective date, and should BellSouth be required to provide MCIW with copies of BellSouth's	Yes. BellSouth should provide nondiscriminatory treatment, and provide MCIW with such agreements.	No. BellSouth opposes MCI's proposed language.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

No.	Issue	MCI WorldCom Position	BellSouth Position
	interconnection agreements with third parties within fifteen days of the filing of such agreements with the Commission? (Part A, Section 18)		
110.	Should BellSouth be required to take all actions necessary to ensure that MCIW confidential information does not fall into the hands of BellSouth's retail operation, and shall BellSouth bear the burden of proving that such disclosure falls within enumerated exceptions? (Part A, Section 20.1.1.1.)	BellSouth should take all measures necessary to protect MCI's confidential information from BellSouth's retail operations, and should bear the burden of proving that disclosure falls within enumerated exceptions.	BellSouth proposes that it only should be required to take all reasonable measures to protect confidential information from BellSouth's retail operations, and should not bear the burden of proving that disclosure falls within enumerated exceptions.
111.	What procedures should be followed for audits of billing records?)Part A, Section 21.2)	The procedures MCIW has proposed for such audits should be followed.	The procedures BellSouth has proposed should be followed.

EXHIBIT C

MCImetro/BellSouth INTERCONNECTION AGREEMENT

Bold language is in dispute, and is MCI proposed language unless otherwise noted by bold underline (BST language). Upright (normal) language is agreed to by the parties.

This Interconnection Agreement (the "Agreement"), effective [insert date], 2000 (the "Effective Date"), is entered into by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and MCImetro Access Transmission Services, L.L.C. ("MCIm"), a Delaware corporation, and to establish the rates, terms and conditions for interconnection, local resale, ancillary services and purchase of unbundled network elements (individually referred to as the "Service" or collectively as the "Services"). BellSouth and MCIm may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls ("Interconnection"); and

WHEREAS, MCIm wishes to purchase Services for resale to others and BellSouth is willing to provide such service pursuant to the terms and conditions of this Agreement; and

WHEREAS, MCIm wishes to purchase on an unbundled basis Network Elements, and BellSouth is willing to provide such Services subject to the terms and conditions of this Agreement; and

WHEREAS, MCIm wishes to purchase ancillary services such as access to poles, ducts conduits and rights of way and collocation of equipment at BellSouth's facilities on the terms and subject to the conditions of this Agreement; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the applicable rules and regulations of the Federal Communications Commission ("FCC") in effect, and the orders, rules and regulations of the state regulatory body.

Now, therefore, in consideration of the terms and conditions contained herein, BellSouth and MCIm hereby mutually agree as follows:

PART A
GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including General Terms and Conditions (Parts A and B), and all Attachments hereto, specifies the rights and obligations of each Party with respect to the purchase and sale of Interconnection, Local Resale, Network Elements and ancillary services. This PART A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein have the meanings ascribed to them in the Act and the applicable FCC Rules and Regulations in effect.

LIST OF ATTACHMENTS:

1. Price Schedule
2. Local Resale
3. Network Elements
4. Interconnection
5. Collocation
6. Rights of Way
7. Number Portability
8. Business Process Requirements
9. Ancillary Services
10. Performance Measurements

1.2 The Parties shall provide the Services pursuant to this Agreement. **BellSouth shall provide the services in any combination requested by MCIm.** Except as provided in this Agreement, BellSouth shall not discontinue or refuse to provide any service provided or required hereunder.

1.3 BellSouth must operate its network and provision Services in a manner that avoids unfair discrimination and anticompetitive effects, and must endeavor to provide MCIm with service of at least the same quality that it provides to itself.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the state regulatory body for approval in accordance with Section 252 of the Act. Should the state regulatory body deny approval of

the Agreement or any part thereof, the Parties agree to consider whether any additional and appropriate judicial or administrative efforts are necessary to gain approval of said part or Agreement. If it is mutually determined that the part or Agreement must be renegotiated to gain approval by the state regulatory body, the Parties agree to do so on an expedited basis. If the Parties fail to reach agreement, either Party may seek resolution pursuant to Section 22 (Dispute Resolution Procedures) of this Agreement. BellSouth shall be responsible for filing the Agreement with the appropriate regulatory authority. Filing fees will be divided equally between the Parties. To the extent public interest notice is required, MCIm shall be responsible for such publication, and the costs thereof shall be divided equally between the Parties.

2.2. In the case of a conflict between a provision of this Agreement and a tariff filed by either Party, the conflict shall be resolved in favor of this Agreement.

2.3 In the event that any effective and applicable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MCIm or BellSouth to perform any material terms of this Agreement, or makes any provision hereof unlawful, or in the event a judicial or administrative stay of such action is not sought or granted, MCIm or BellSouth may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and effective) 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, either Party may invoke the procedures of Section 22 (Dispute Resolution Procedures) of this Part A.

2.4 The Parties intend that any additional services negotiated and agreed to by the Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

2.5 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to MCIm, at the same rates, and on the same terms and conditions, any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

Section 3. Term of Agreement

3.1 This Agreement becomes binding upon execution by the Parties and will continue for a period of 3 years, unless earlier terminated in accordance with Section 19 (Termination) of this Part A. No later than 270 days prior to the expiration of this Agreement, the Parties agree to commence negotiations with regard to the terms, conditions and prices of a follow on agreement for the provision of services to be effective on or before the expiration date of this Agreement ("Follow-on Agreement").

3.2 If, within 135 days of commencing the negotiation referenced above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices, either Party may petition the State regulatory body to establish an appropriate Follow-on Agreement pursuant to 47 U.S.C. Sec. 252. The Parties agree that in such event they shall encourage the State regulatory body to issue its order regarding such Follow-on Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the State regulatory body does not issue its order by the expiration date of this Agreement or if the Parties continue beyond the expiration date of this Agreement to negotiate without State regulatory body intervention, the terms, conditions and prices ultimately ordered by the State regulatory body, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Follow-on Agreement becomes effective, and subject to Section 3.3 below, BellSouth shall provide Services pursuant to the terms, conditions and prices of this Agreement that are then in effect.

3.3 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 3.2 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to MCIm pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to MCIm pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement

becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement. Nothing herein shall be deemed to prevent MCIm from adopting an interconnection agreement between BellSouth and a third party pursuant to 47 CFR 51.809.

Section 4. Charges and Payment

In consideration of the Services provided under this Agreement, the Parties shall pay the charges set forth in Attachment 1. The billing and payment procedures for charges incurred hereunder are set forth in Attachment 8.

Section 5. Assignment and Subcontract

5.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party upon written notice. The Parties agree to execute an amendment to this Agreement in a timely manner reflecting any such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

5.2 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 affiliates. No subcontractor or affiliate shall be deemed a third party beneficiary for any purposes under this Agreement.

Section 6. Compliance with Laws

All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the applicable rules and regulations of the FCC and the state regulatory body in effect. Each Party shall be responsible for obtaining and keeping in effect all

FCC, state commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the basis for this Agreement (e.g., the Act, FCC Rules and Regulations, orders of the state regulatory body) is held to be invalid or changed for any reason, this Agreement shall survive, and subject to Section 3 of these General Terms and Conditions, the Parties shall promptly renegotiate any provisions of this Agreement, which in the absence of such invalidated or changed Act, Rule or Regulation are insufficiently clear to be effectuated.

Section 7. Governing Law

This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the state of Georgia, without regard to its conflicts of laws principles.

Section 8. Relationship of Parties

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.

Section 9. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 10. Intellectual Property Rights and Indemnification

10.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this

Agreement.

10.2 The Party providing a service pursuant to this Agreement shall defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and shall indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 11 of this Part A.

10.3 In the event that use of any facilities or equipment (including software), becomes or, in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said Party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

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

Section 11 Indemnification and Liability

11.1. Liability Cap.

11.1.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by MCIm, any MCIm customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by MCIm, any MCIm customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth **and claims for damages by MCIm resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement** shall not be subject to such limitation of liability.

11.1.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by MCIm pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, MCIm's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of MCIm **and claims for damages by BellSouth resulting from the failure of MCIm to honor in one or more material respects any one or more of the material provisions of this Agreement** shall not be subject to such limitation of liability.

11.2 Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

11.3 Neither Party shall be liable for damages to the other Party's terminal location, Interconnection Point or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the

installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct, or by a Party's failure properly to ground a local loop after disconnection using sound engineering principles.

{ BellSouth language -- 11.4 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any loss relating to or arising out of this Agreement, whether based in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

11.5 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.}

11.6 The Party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: 1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; 2) any claim, loss, or damage claimed by the receiving Party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the

receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder. Nothing herein is intended to modify or alter in any way the indemnification obligations set forth in Section 10, supra, relating to intellectual property infringement.

11.7 Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each Party shall be indemnified, defended and held harmless by the other Party or the other Party's customer from any and all claims by any person relating to the other Party or the other Party's customer's use of services so provided.

11.8 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party chooses to waive its rights to be indemnified further in any claim or action, the Indemnified Party's counsel shall not interfere with the defense strategy chosen by the Indemnifying Party and its counsel, and the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action might be in conflict with a course of action or inaction chosen by the Indemnifying Party. The Indemnifying Party is not liable under this Section 11 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the Indemnified Party has tendered the defense of the claim, demand, or lawsuit to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

11.9 Both Parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law or required under this Agreement, and may at their own cost and expense purchase insurance or self-insure for their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either Party.

11.10 Insurance

11.10.1 Each Party shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-VIII.

11.10.2 Each Party shall maintain the following specific coverage:

11.10.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000). The other Party shall be named as an Additional Insured on the Commercial General Liability policy(s) as specified herein.

11.10.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000) each accident, one hundred thousand dollars ($100,000) each employee by disease, and five hundred thousand dollars ($500,000) policy limit by disease.

11.10.2.3 MCIm shall maintain All Risk Property coverage on a full replacement cost basis insuring all of the MCIm's real and personal property situated on or within BellSouth's Central Office location(s).

11.10.3 All policies purchased by either Party shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other Party. If either Party fails to maintain required coverage, the other Party may pay the premiums thereon and seek reimbursement of same from the Party failing to maintain required coverage.

11.10.4 Each Party shall submit certificates of insurance reflecting the coverage required pursuant to this Section. Failure to meet this interval may result in construction and equipment installation delays. Each Party shall arrange for the other Party to receive thirty-(30) days' advance notice of cancellation from an insurance company. Each Party shall forward a certificate of insurance and notice of cancellation/non-renewal to the other Party at the following addresses:

For BellSouth:

BellSouth Telecommunications, Inc.
Attn: Risk Management Coordinator
675 W. Peachtree Street

Rm. 17H53

Atlanta, Georgia 30375
For MCIm:

To the general notice provision in the Agreement

11.10.5 For collocation, MCIm must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations. BellSouth shall provide MCIm with a list of all such recommendations when they are made.

11.10.6 Self-Insurance: If either Party's net worth exceeds five hundred million dollars ($500,000,000), such Party may elect to request self-insurance status in lieu of obtaining any of the insurance required in this Sections 8.2.1, 8.2.3, and 8.2.4. Such Party shall provide audited financial statements to the other Party. The other Party shall then review such audited financial statements and respond in writing to the Party desiring to self-insure in the event that self-insurance status is not granted to such Party. If self-insurance is approved, the self-insuring Party shall annually furnish to the other Party, and keep current, evidence of such net worth that is attested to by one of the self-insuring Party's corporate officers. The ability to self-insure shall continue so long as the self-insuring Party meets all of the requirements of this Section. If the self-insuring Party subsequently no longer satisfies this Section, such Party is required to purchase insurance as indicated by Sections 8.2.1, 8.2.3, and 8.2.4.

11.10.7 The net worth requirements set forth in Subsection 8.7 may be increased by the non-self-insuring Party from time to time during the term of this Attachment upon thirty (30) days notice to the self-insuring Party.

11.10.8 Failure to maintain the insurance required in this Section will be deemed a material breach of this Attachment.

{ BellSouth language --11.11 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY HERETO MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES, FUNCTIONS AND PRODUCTS PROVIDED UNDER OR CONTEMPLATED BY THIS AGREEMENT, AND THE PARTIES DISCLAIM THE IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFOMRANCE, COURSE OF DEALING OR FROM USAGES OF TRADE.}

Section 12. Continuing Obligations

12.1 BellSouth agrees that Interconnection must be provided in a competitively neutral fashion, at any technically feasible point within its network as stated in this Agreement and that such interconnection must contain all the same features, functions and capabilities, and be at least equal in quality to the level provided by BellSouth to itself, its Affiliates, and other telecommunications carriers.

12.2 BellSouth agrees that it shall provide to MCIm on a nondiscriminatory basis unbundled Network Elements and ancillary services as set forth in this Agreement and the operations support systems as set forth in this Agreement. BellSouth further agrees that these services, or their functional components, must contain all the same features, functions and capabilities and be provided at a level of quality at least equal to the level which it provides to itself , its Affiliates, and other telecommunications carriers.

12.3. BellSouth agrees that it shall provide to MCIm nondiscriminatory access to, poles, ducts, conduits, and rights of way owned or controlled by BellSouth in accordance with the requirements of Section 224 of the Act.

12.4 The Parties shall provide, in a competitively neutral fashion, INP and LNP as set forth herein and in accordance with the applicable rules, regulations and orders of the FCC and this Commission.

12.5 BellSouth agrees that it shall provide to MCIm, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service pursuant to the applicable rules, regulations and orders of the state regulatory body and the FCC in effect.

12.6 BellSouth agrees that order entry, provisioning, installation, trouble resolution, maintenance, billing, and service quality with respect to Local Resale must be provided at least as expeditiously as BellSouth provides for itself or for its own retail local service or to others, or to its Affiliates, and that it shall provide such services to MCIm in a competitively neutral fashion.

12.7 BellSouth agrees that it shall provide on a nondiscriminatory basis

space on its premises for physical or virtual collocation, as MCIm may specify, for equipment necessary for MCIm's interconnection and access to unbundled network elements.

Section 13. Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person by overnight courier, or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To MCIm: MCImetro Access Transmission Services, L.L.C.
8521 Leesburg Pike
Vienna, VA 22182
Attn: Vice President, Network Financial Mgmt.

Copy to: Chief Counsel – Business Transactions
MCI Communications Corporation
1801 Pennsylvania Ave, N.W.
Washington, DC 20006

Vice President – Eastern Telco Line Cost
MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

Commercial Counsel
MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

To BellSouth: AVP – MCIm Account Team
BellSouth Telecommunications, Inc.
1960 W. Exchange Pl., Ste. 402
Tucker, GA 30084

Copy to: General Attorney-Interconnection
BellSouth Telecommunications, Inc
Suite 4300
675 W. Peachtree Street, N.E.
Atlanta, Georgia 30375

If personal delivery or courier is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be

given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 13.

Section 14. Remedies

14.1 The obligations of BellSouth and the Services offered under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, MCIm may seek specific performance as a remedy.

14.2 All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

Section 15. Waivers

15.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

15.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

15.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

Section 16. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 10, 11, 19, 20, 24 and 25, and any other obligations expressly required to be performed after the expiration or termination of the Agreement.

Section 17. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligations(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations and shall resume performance in a nondiscriminatory manner.

Section 18. Non-Discriminatory Treatment

If as a result of any proceeding or filing before any Court, State Commission, or the Federal Communications Commission, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide Services and Elements, whether or not presently covered by this Agreement, to a third party at rates or on terms and conditions more favorable to such third party than the applicable provisions of this Agreement, MCIm shall have the option to substitute such more favorable rates, terms, and conditions for the relevant provisions of this Agreement which shall apply to the same States as such other Party, and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof. BellSouth shall provide to MCIm any BellSouth agreement between BellSouth and any third party within fifteen (15) days of the filing of such agreement with any state Commission.

Section 19. Termination

19.1 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

19.1.1 If such material breach is for non-payment of amounts due hereunder pursuant to Attachment 8, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld shall not be deemed "amounts due hereunder" for the purpose of this provision.

19.1.2 If such material breach is for any failure to perform in accordance with this Agreement, which adversely affects the non-breaching Party's customers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) business days, and if the breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this Subsection 18.1.2 may be given electronically or by facsimile and in such case shall be deemed received when sent.

19.1.3 If such material breach is for any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching Party may, at is sole option terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

19.2 MCIm may terminate any Services 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 in this Agreement, or pursuant to any applicable tariff, in which event such specific period or conditions shall apply. Where there is no such different notice period or different condition specified, MCIm's liability shall be limited to payment of the amounts due for any terminated Service(s)provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of section 11, supra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to MCIm or another vendor such that the level and quality of the Services is not degraded and to exercise its best efforts to effect an orderly and efficient transition. MCIm agrees that it may not terminate the entire Agreement pursuant to this section.

Section 20. Confidentiality and Publicity

20.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 19. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, network, financial, marketing,

and staffing information, proposals, requests for proposals, business plans, strategic information, specifications, costs, procedures, processes, business systems, software programs, orders for services, customer account data, call detail records,usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC (collectively, Disclosing Party's "Confidential Information").

20.1.1 Recipient shall (i) use Confidential Information only for the purpose of performing under this Agreement, (ii) hold Confidential Information in confidence and disclose it only to employees who have a need to know it in order to perform under this Agreement, and (iii) safeguard Confidential Information from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards it own Confidential Information. If Recipient wishes to disclose the Disclosing Party's Confidential Information to a third party agent or consultant in order to perform Recipient's obligations hereunder, such third party shall have executed a written agreement comparable in scope to the terms of this Section 20.

20.1.1.1 Notwithstanding the provisions of Section 20.1.1, under no circumstances will BellSouth disclose MCIm's Confidential Information to, or permit access to MCIm's Confidential Information by, the retail operations or any employee thereof, or the retail customer representatives of, BellSouth or any BellSouth Affiliate, or any independent contractors to any of the foregoing, and BellSouth and any BellSouth Affiliate shall take **all {reasonable measures-- BST language} {actions necessary – MCIm language}** to ensure that any such retail operations and any employees thereof, their respective retail customer representatives, and any independent contractors of any of the foregoing, cannot access MCIm's Confidential Information. **In the event that the retail operations, any employees thereof, or retail customer representatives of BellSouth or any BellSouth Affiliate, or any independent contractors to any of the foregoing, possess or have knowledge of any MCIm Confidential Information, that fact will establish a rebuttable presumption that BellSouth breached its obligations under this Section 20, and BellSouth will bear the full burden of showing**

that BellSouth as to such Confidential Information is subject to one or more of the exceptions set forth in Section 20.1.2.

20.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is lawfully acquired by Recipient free of restrictions on its disclosure, (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed, or (v) which Disclosing Party in writing authorizes Recipient to disclose without restriction. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

20.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 20 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 20. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

20.2 CPNI related to MCIm's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall be MCIm's Confidential Information and may not be used by BellSouth for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the MCIm customer expressly directs MCIm to disclose such information to BellSouth pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, BellSouth may use or disclose only such information as MCIm provides pursuant to such authorization and may not use information that BellSouth has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to BellSouth's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall

be BellSouth's Confidential Information and may not be used by MCIm for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the BellSouth customer expressly directs BellSouth to disclose such information to MCIm pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, MCIm may use or disclose only such information as BellSouth provides pursuant to such authorization and may not use information that MCIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

20.3 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or in connection with any sales or marketing activity or any other publicity matter.

20.4 Neither Party shall produce, publish or distribute any press release or other publicity referring to the other Party or its Affiliates, or announcing the execution or discussing the terms of this Agreement without prior notice to the other Party. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

20.5 Except as otherwise expressly provided in this Section 20, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

20.6 The Parties' rights and obligations under this Section 20 shall survive and continue in effect until four (4) years after the expiration or termination date of this Agreement with regard to all Confidential Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

Section 21. Audits and Inspections

21.1 The following audit procedures shall apply.

21.1.1 Subject to reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's books, records and other documents once in each Contract Year for the purpose of

evaluating the accuracy of the other Party's billing and invoicing. The auditing party shall employ a mutually acceptable independent third party auditor 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 the Party being audited.

21.1.2 The Party being audited shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the other Party in the form of a credit on the invoice and charging for any underpayments 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 this Part A.

21.1.3 The Parties shall cooperate fully in any such audit, providing the independent auditors reasonable access to employees and books, records and other documents reasonably necessary to assess the accuracy of the audited Party's bills.

21.1.4 Either Party may audit books, records and documents of the other Party more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the auditing Party's favor with an aggregate value of at least ten percent (10%) of the amounts payable by the other Party for Services provided during the period covered by the audit.

21.1.5 Audits shall be at the auditing Party's expense, subject to reimbursement by the other Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the auditing Party hereunder by an amount that is, on an annualized basis, greater than ten percent (10%) of the aggregate charges for the Services during the period covered by the audit.

21.1.6 Upon (i) the discovery by the audited Party of overcharges not previously reimbursed to the auditing Party or (ii) the resolution of disputed audits, the audited Party shall promptly reimburse the other Party the amount of any overpayment with interest at the rate set forth in Attachment 8. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

21.2 The following shall apply to usage audits for call transport and termination:

{BST language -- 21.2.1 Percent Local Usage. Each Party will report to the other a Percentage Local Usage ("PLU"). For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding transit traffic. By the first of January, April, July and October of each year, BellSouth and MCIm shall provide a positive report updating the PLU. Where the PLU is utilized to determine call jurisdiction and where the terminating Party has message recording technology that can be used to correctly identify the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall, at the terminating Party's option, be utilized by the terminating Party to determine the appropriate local usage compensation to be paid.

21.2.2 Percent Interstate Usage. For combined interstate and intrastate MCIm traffic terminated by BellSouth over the same facilities, MCIm 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 MCIm. 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. Where the PIU and PLU are utilized to determine call jurisdiction and where the terminating Party has message recording technology that can be used to correctly identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall, at the terminating Party's option, be utilized by the terminating Party to determine the appropriate local usage compensation to be paid.}

{ MCI language -- 21.2.3 Subject to reasonable security requirements and at the expense of the auditing Party, either Party may audit the books, records and other documents, including but not limited to PIU and PLU reports, of the other Party for the purpose of evaluating usage pertaining to transport and termination oflocal 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, eitherLocal Traffic and to ensure proper billing of traffic. Either Party may request an audit for such purpose once each Contract Year.Either Party may employ other persons or firmsThe auditing party shall employ a mutually acceptable independent third party auditor for this purpose. Any suchSuch audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to the Party being audited.}

{BellSouth language -- 21.2.4 The Parties shall retain records of call detail for a minimum of nine months from which usage audits, including a PIU and PLU, can be ascertained. The PLU and PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter for which the audit was completed, to the usage for the quarter prior to completion of the audit, and to the usage for the two quarters following completion of the audit.} {MCI language -- The Parties shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment and refunding any overpayment 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 22 of this Part A.

21.2.5 The Parties shall cooperate fully in any such usage 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.} {BellSouth language -- If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU or otherwise incorrectly reported the jurisdiction of traffic by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.}

21.6 For all audits conducted pursuant to this Section, the audited Party shall provide the auditing Party general office facilities, including, but not limited to, office space, telephones and fax machines for local and toll free calling, photocopying machines, and basic facilities such as restrooms and drinking water.

21.7 This Section 21 shall survive expiration or termination of this Agreement for a period of two (2) years.

Section 22. Dispute Resolution Procedures

22.1 The Parties recognize and agree that the Commission has continuing jurisdiction to enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. Either Party may seek expedited resolution by the Commission. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

Section 23. Bona Fide Request Process for Services

BellSouth shall, upon request of MCIm, and to the extent technically feasible, provide to MCIm access to its Services for the provision of MCIm's Telecommunications Service. Any request by MCIm for access to a Service that is not already available shall be treated as a Bona Fide Request. The Parties shall adhere to the process as agreed and described in Exhibit 1 to these General Terms and Conditions.

Section 24. Taxes

24.1 Definition

For purposes of this Section 24, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on either of the Parties with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

24.2 Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party

24.2.1 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.

24.2.2 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.

24.3 Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party

24.3.1 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.

246.3.2 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 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.

24.3.3 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 the contest in the name of providing Party. In the event of any such contest, the purchasing Party shall furnish the providing Party with notice of the pending proceeding, copies of all filings in such proceeding, all correspondence between the purchasing Party and the taxing authority, the final resolution thereof and any action therein that would affect the providing Party's obligation to collect and remit.

24.3.4 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.

24.3.5 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.

24.3.6 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.

24.3.7 Each Party shall provide the other Party with timely written notice of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority.

24.4 Taxes And Fees Imposed On Providing Party

24.4.1 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.

24.4.2 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, 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.

24.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fees, the Parties shall consult with respect to the imposition and billing 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 and the purchasing Party shall abide by such determination and pay such taxes and fees to the providing Party. 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.

24.4.4 If, after consultation in accordance with the preceding Section 24.4.3, 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 22 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.

24.4.5 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.

24.4.6 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.

24.4.7 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.

24.4.8 Each Party shall provide the other Party with timely written notice of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority.

24.5 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.

Section 25. Responsibility for Environmental Contamination

25.1 MCIm shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any environmental hazard that MCIm did not introduce to the affected Work Location so long as MCIm's actions do not cause or substantially contribute to the Release of any Environmental Hazard. BellSouth shall, at MCIm's request, indemnify, defend, and hold harmless MCIm, 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 from (i) any environmental hazard that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any environmental hazard for which BellSouth is responsible under Applicable Law, to the extent the Release of any Environmental Hazard is not caused or substantially contributed to by MCIm's actions.

25.2 BellSouth shall in no event be liable to MCIm for any costs whatsoever resulting from the presence or Release of any environmental hazard 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. MCIm shall, at BellSouth's

request, indemnify, defend, 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 that MCIm, its contractors or agents introduce to the Work Locations, or (ii) the presence of Release of any environmental hazard for which MCIm is responsible under applicable law to the extent the Release of any Environmental Hazard is not caused or substantially contributed to by BellSouth's actions.

Section 26. Amendments and Modifications

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 27. Severability

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 28. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 29. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 30. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 31. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 35. Construction

Unless the context clearly indicates otherwise, words described in this Section 35 should be construed to have the meanings given here. The word "shall" is used in this Agreement to mean, "has a duty to." The word "may" is used in this Agreement to mean, "is permitted to." The word "will" is used in this Agreement to denote a future event. The word "must" is used in this Agreement to denote a required characteristic of an inanimate or intangible object.

Section 36 Revenue Protection

36.1 BellSouth shall make available to MCIm all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. To the extent separate charges apply for such features, the charges will be as set forth in Attachment 1 to this Agreement.

Section 37 Law Enforcement Interface

BellSouth shall provide seven days per week/24 hours per day (i) installation and information retrieval pertaining to traps, (ii) assistance involving emergency traces and (iii) information retrieval on Customer invoked CLASS services, including, but not limited to, call traces requested by MCIm. BellSouth shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

38. Subpoenas and Court Orders.

For MCIm resold services and where BellSouth provides local switching to MCIm, 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 MCIm end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. MCIm agrees that in cases where MCIm receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to MCIm end users, MCIm will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request. In cases where the timing of the response to the law enforcement agency prohibits MCIm from having the subpoena or court ordered request redirected to BellSouth by the law

enforcement agency, MCIm will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to MCIm and bill MCIm for the information. MCIm agrees to reimburse BellSouth for the call detail information provided. BellSouth will redirect subpoenas and court ordered requests for MCIm end user and/or other customer information to MCIm when BellSouth does not have the information requested.

39. Description of Days.

Unless otherwise indicated, all time periods described in days shall refer to calendar days.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

MCImetro Access Transmission Services, L.L.C.	BellSouth Telecommunications, Inc.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT 1

BONA FIDE REQUEST PROCESS

1.0 Bona Fide Requests are to be used when MCIm requests a change to any Services and Elements provided hereunder, including features, capabilities, or functionality.

1.1 A Bona Fide Request shall be submitted in writing by MCIm and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include, MCIm's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

1.2 Although not expected to do so, MCIm may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth shall then cease analysis of the request.

1.3 Within five (5) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to MCIm a preliminary analysis of the Bona Fide Request. The preliminary analysis must include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet MCIm's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet MCIm's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with MCIm's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If BellSouth does not agree with MCIm's designation, it may utilize the Dispute Resolution Process provided in this Agreement. In no event, however, shall any such dispute delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide MCIm with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bone Fide Need request, BellSouth shall inform MCIm as soon as practicable. MCIm and BellSouth shall then determine a mutually agreeable date for receipt of the preliminary analysis.

1.5 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide MCIm with a firm Bona Fide Request quote which must include at a minimum, the firm availability date, the applicable

rates and the installation intervals, and a binding price quote.

1.6 Unless MCIm agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request must be made as specified in this Agreement, unless otherwise agreed to by MCIm.

1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, MCIm shall notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if BellSouth responds that it cannot or will not offer the requested item in the Bone Fide Request and MCIm deems the item essential to its business operations, and deems BellSouth's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set forth in this Agreement may be used by either Party to reach a resolution.

PART B -- DEFINITIONS

For purposes of this Agreement, certain terms have been defined here and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined term. Unless the context clearly indicates otherwise, any term defined or used in the singular includes the plural, and any term defined or used in the masculine includes the feminine and the neutral, as applicable. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, have the meaning in the Act, unless the context clearly indicates otherwise. The definitions contained in this Part B are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of a term set forth in the Act and in this Agreement (including the Attachments and Appendixes), the definition set forth in the Act takes precedence. In the event of any disagreement between any specific definition of a term set forth in an Attachment or Appendix and in this Part B, the definition set forth in the Attachment or Appendix takes precedence.

1. "ACCESS SERVICE REQUEST" or "ASR" means the industry standard forms and supporting documentation used for ordering Switched Access Service. The ASR may also be used to order trunks and facilities for Local Interconnection.

2. "ACCESS TANDEM SWITCHES" are switches used to connect End Office Switches to Interexchange Carrier and other LEC switches.

3. "ACT" means the Communications Act of 1934, 47 U.S.C. 151 et seq., as amended, including the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission/Board.

4. "ADVANCED INTELLIGENT NETWORK" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

5. "ADVANCED SERVICES" refers to high speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video telecommunications using any technology.

6. "AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. For the purposes of this paragraph, "own" or "control" means to own an equity interest (or equivalent) of more than 10%.

7. "APPLICABLE LAW" means all laws including, but not limited to, the Act, the effective regulations, rules, and orders of the FCC and the Commission/, and any

effective orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

8. "APPLICATION-TO-APPLICATION INTERFACE" means an electronic method of information exchange and interoperable transaction processing between an BellSouth OSS Function (a server) and MCIm's OSS application (another server). An Application-to-Application Interface requires only a single point of manual data entry, with the data transmitted and processed electronically via transaction sets between MCIm's and BellSouth's OSS applications. This is in contrast to a Graphic User Interface (GUI) web-browser where a CLEC provides data into BellSouth's OSS application (server) interface.

9. "APPOINTMENT DATE" or "DUE DATE" means the specific date on which the requested service is to be available to the Customer or to MCIM, as applicable.

10. "ATIS" or "ALLIANCE FOR TELECOMMUNICATIONS INDUSTRY SOLUTIONS" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability for telecommunications products and services.

11. "AUTOMATED MESSAGE ACCOUNTING" or "AMA" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

12. "AUTOMATIC LOCATION IDENTIFICATION" or "ALI" is a the automatic display at the Public Safety Answering Point ("PSAP") of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.

13. "AUTOMATIC LOCATION IDENTIFICATION/DATABASE MANAGEMENT SYSTEM" or "ALI/DBMS" is an E911 database containing subscriber location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which PSAP to route the call.

14. "AUTOMATIC NUMBER IDENTIFICATION" or "ANI" is a telephone number associated with the access line from which a call originates.

15. "BASIC 911" or "911" routes a call to one centralized answering location, with no ALI or ANI delivery.

16. "BILL DATE" means the date on which a bill is prepared.

17. "BILLING" involves the provision of appropriate usage data along with all other appropriate charges by one Telecommunications Carrier to another to facilitate

Customer Billing with attendant acknowledgments and status reports, as needed. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

18. "BRIDGE TAPS" means the unused sections of a twisted pair subtending the loop between the End User and the serving wire center or extending beyond the End User's location.

19. "BUSY LINE VERIFY/BUSY LINE VERIFY INTERRUPT" or "BLV/BLVI" means a service in which the caller requests an operator to confirm the busy status of a line, or requests an interruption of the call.

20. "CALLING PARTY NUMBER" or "CPN" is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.

21. "CARRIER ACCESS BILLING SYSTEM" or "CABS" is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the Billing of Switched access service and other connectivity services.

22. "CENTRAL OFFICE SWITCH" or "CENTRAL OFFICE" means a - switching facility where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

23. "CENTRALIZED AUTOMATIC MESSAGE ACCOUNTING" or "CAMA" trunks are trunks using MF signaling protocol used to record billing data.

24. "Centralized Message Distribution System" or "CMDS" means the national operation system that Local Exchange Carriers use to exchange EMI formatted data among host companies.

25. "CHARGE NUMBER" is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party. Charge Number frequently is not the CPN (Calling Party Number).

26. "CLC" or "CARRIER LIAISON COMMITTEE" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of

the subtending forums. OBF and NIM publish business process rules for their respective areas of concern.

27. "COLLOCATION" refers to the right of MCIm to place certain equipment in BellSouth's Premises for the purposes of Interconnection or access to unbundled Network Elements as specified in Attachment 5.

28. "COMMERCIAL MOBILE RADIO SERVICE" or "CMRS" is a mobile radio communication service, provided for profit, interconnected to the public switched network and available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. Also sometimes referred to as wireless service, including cellular and PCS.

29. "COMMISSION" means the Georgia Public Utilities Commission.

30. "COMMON CHANNEL SIGNALING" or "CCS" means a method of exchanging call set-up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call.

31. "COMPETITIVE LOCAL EXCHANGE CARRIER" or "CLEC" is any Local Exchange Carrier certified to provide Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier.

32. "CONDUIT" is a tube or similar enclosure that may be used to house copper, fiber or coaxial communications cables or communications-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct is a separate tube or enclosure within a Conduit.

33. "CONFIDENTIAL INFORMATION" has the meaning set forth in Part A, of this Agreement.

34. "CONNECTIVITY BILL" means a bill for Connectivity Charges.

35. "CONNECTIVITY CHARGES" means those charges incurred by a Party as a result of purchasing services from the other Party under this Agreement.

36. "CONTRACT YEAR" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

37. "CONTROL OFFICE" is an exchange carrier operations center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of Interconnection arrangements.

38. "COORDINATED CUT-OVER" is the coordination of all cut-over activities that may be associated with porting of a telephone number from the Old Service Provider to

the New Service Provider. LNP coordinated conversion procedures are as specified in Attachment 7 and/or Attachment 8 of this Agreement.

39. "CROSS CONNECTION" means an intra-Wire Center channel of the appropriate bandwidth and media connecting separate pieces of Telecommunications Equipment, including jumpers and intraoffice cables.

40. "CUSTOM CALLING FEATURES" comprise a group of special services provided via a Central Office Switch. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), and call forwarding.

41. "CUSTOM LOCAL AREA SIGNALING SERVICE" or "CLASS" is a set of call management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area ("LATA").

42. "CUSTOMER" is a Person to whom a Party provides or has agreed to provide a specific service or set of services. Customer includes Telecommunication Carriers.

43. "CUSTOMER USAGE DATA" means the Telecommunications Service usage data of an MCIm Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by BellSouth AMA equipment and forwarded to MCIm.

44. "DARK FIBER" is as defined in Attachment 3 of this Agreement.

45. "DATA COMMUNICATIONS CHANNEL" or "DCC" is a three-byte 192 Kbps portion of the SONET signal containing alarm, surveillance and performance information.

46. "DATABASE MANAGEMENT SYSTEM" or "DBMS" is a system of manual procedures and computer programs used to create, store, sort, manipulate and update the data required to provide Selective Routing and ALI.

47. "DEDICATED TRANSPORT" is a ILEC provided digital transmission path between locations designated by MCIm to which MCIm is granted exclusive use. Such locations may include, but not be limited to, BellSouth wire centers, BellSouth End office Switches, BellSouth Remote Terminal, MCIm network components, other carrier network components, or MCIm Customer premises. The path may operate at DS-1 or higher transmission speeds .

48. "DEMARCATION POINT" means a point of access where MCIm connects its network facilities with Services provided by BellSouth.

49. "DESIRED DUE DATE" means the desired service activation date as requested by MCIm on a service order.

50. "DIALING PARITY" means that a Person that is not an Affiliate of a Local Exchange Carrier is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code or dialing of extra digits, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two or more Telecommunications Services providers.

51. "DIGITAL CROSS-CONNECT SYSTEM" or "DCS" is as described in Attachment 3 of this Agreement.

52. "DIGITAL SIGNAL LEVEL 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

53. "DIGITAL SIGNAL LEVEL 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.

54. "DIGITAL SIGNAL LEVEL 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.

55. "DIGITAL SUBSCRIBER LINE ACCESS MULTIPLEXER" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signal (de-multiplexing); (iii) (for passband services) splits off voice (POTS) channel from the DSL channels for handoff to a voice switch or some other transmission media; or (iv) (for passband services) combines voice (POTS) channel onto the DSL channel for delivery to the end-user. The DSLAM must be located at the end of a copper loop nearest the serving wire center (e.g., in a Remote Terminal, Central Office, or a Customer's premises). " DIGITAL SUBSCRIBER LOOP" or "DSL" is as described in Attachment 3 of this Agreement.

56. "DIRECTORY ASSISTANCE DATABASE" refers to any BellSouth Database through which BellSouth provides live or automated operator-assisted Directory Assistance Service.

57. "DIRECTORY ASSISTANCE SERVICE" includes, but is not limited to, making available to customers, upon request, information contained in Directory Listings. Directory Assistance Service may include the option to complete the call at the Customer's direction.

58. "DIRECTORY LISTINGS" areany information identifying the listed names of Customers of a Telecommunications Carrier and such Customer's telephone numbers, addresses or primary advertising classifications, or any combination of such listed names, numbers, addresses or classifications that the Telecommunications Carrier or Affiliate has published, caused to be published, or

accepted for publication in any directory format including, but not limited to, traditional white/yellow page directories, specialty directories, CD ROM and other electronic formats.provided or published, in any directory.

59. "DISCLOSING PARTY" has the meaning set forth in of Part A of this Agreement.

60. "EFFECTIVE DATE" is the date indicated in Part A of this Agreement on which the Agreement shall become effective.

61. "ELECTRONIC BONDING" is a method of OSS Interoperability defined and approved by ATIS for trouble administration that can use GDMO data models and CMIP/CMISE for secure transport.

62. "ELECTRONIC FILE TRANSFER" means any system or process that utilizes an electronic format and protocol to send or receive data files.

63. "END OFFICE SWITCHES" are switches from which End Users' Telephone Exchange Services are directly connected and offered.

64. "END USER" means a third party retail customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier.

65. "ENHANCED 911 SERVICE" or "E911" is a service provided to emergency telephone response agencies which includes network switching, database and CPE elements capable of providing Selective Routing, selective transfer, fixed transfer, ANI and ALI.

66. "ENVIRONMENTAL HAZARD" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, but not limited to the following: the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

67. "EXCHANGE ACCESS" means the offering by a LEC of services or facilities to an IXC for the purpose of the origination or termination of Telephone Toll Services.

68. "EXCHANGE MESSAGE INTERFACE " or "EMI" means the system used among ILECs for exchanging Telecommunications message information for billable, non-billable, sample, settlement and study data. EMI format is contained in BR-010-200-010 CRIS EMI, published by Bellcore and which defines the industry standard for EMIs.

69. "EXTENDED AREA SERVICE" or "EAS" is a type of telephone service furnished under tariff provisions whereby subscribers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

70. "FCC" means the Federal Communications Commission.

71. "FIBER MEET" is a joint Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface at a agreed-upon location.

72. "INFORMATION SERVICE Provider is an offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control or operation of a Telecommunications system or the management of a Telecommunications Service.

73. "INTERIM NUMBER PORTABILITY" or INP is a method of number portability, such as Remote Call Forwarding ("RCF") or as described in this Agreement.

74. "INTEGRATED SERVICES DIGITAL NETWORK" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

75. "INTERCONNECTION" is the linking of two LEC networks for the mutual exchange of traffic. This term does not include the transport and termination of interexchange traffic.

76. "INTERCONNECTION ACTIVATION DATE" is the date that the construction of the Interconnection arrangement has been completed, and all necessary trunk groups have been established, tested and accepted by the Parties.

77. "INTEREXCHANGE CARRIER" or "IXC" means a provider of interexchange Telecommunications Services.

78. "INTERLATA TRAFFIC" describes Telecommunications between a point located in a Local Access and Transport Area and a point located outside such area.

79. "INTRALATA TRAFFIC" describes Telecommunications between points located within a Local Access and Transport Area.

80. "INTRALATA TOLL TRAFFIC" describes IntraLATA Traffic outside the Local Calling Area or EAS of the originating Party.

81. "INTEROFFICE FACILITIES" or "INTEROFFICE TRANSPORT" or "IT" include Dedicated Transport and Shared Transport, which are further defined in this Agreement.

82. "JIA" means joint implementation agreement. See Attachment VIII, Section [1.3

83. "Joint Optical Interconnection" means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) using a Synchronous Optical Network ("SONET") Transmission System.

84. "LERG REASSIGNMENT" or "NXX REASSIGNMENT" means the reassignment of an entire NXX code shown in the LERG from one Carrier to another Carrier.

85. "LINE INFORMATION DATA BASE" or "LIDB" is the database application that resides on a Service Control Point (SCP) that provides such functions as as calling card validation for telephone line number cards and validation for collect and billed-to-third party services.

86. "LINE SIDE" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, answering machine, or facsimile machine).

87. " LOCAL NUMBER PORTABILITY" or "LNP" means the method of number portability that utilizes a Location Routing Number or LRN for providing called party routing information and that complies with the performance criteria set forth in 47 C.F.R. § 52.23(a).

88. "LOCAL ACCESS TRANSPORT AREA" or "LATA" is as defined in the Act.

89. "LOCAL CALLING AREA" is as defined by the Commission.

90. "LOCAL CALL" is as defined by the Commission.

91. "LOCAL EXCHANGE CARRIER" or "LEC" is as defined in the Act.

92. "LOCAL EXCHANGE ROUTING GUIDE" or "LERG" is a Telcordia product that is sold to and used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

93. "LOCAL INTERCONNECTION TRUNKS/TRUNK GROUPS" are used for the termination of Local, intraLata toll, and transit traffic using Bellcore Technical Reference GR-317-CORE (GR-317).

94. "LOCAL RESALE" describes the services and service functions provided by BellSouth to MCIm pursuant to Attachment II.

95. "LOCAL SERVICE ORDERING GUIDE" or "LSOG" is a document developed by the OBF as a guide for ordering and billing processes.

96. "LOCAL SERVICE REQUEST" or "LSR" means the forms and supporting documentation used for ordering local services.

97. "LOCAL TRAFFIC" is as defined in Attachment 4 of this Agreement.

98. "LOOP CONCENTRATOR" is as described in Attachment 3 of this Agreement.

99. "LOOP" is as defined in Attachment 3 of this Agreement.

100. "LOCATION ROUTING NUMBER" or "LRN" means a unique 10-digit number assigned to a central office switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the location Routing Number that corresponds with the switch serving the dialed telephone number. Based on the Location Routing Number, the querying carrier then routes the call to the switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

101. "MASTER STREET ADDRESS GUIDE" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated Emergency Service Numbers to enable proper routing of 911 calls.

102. "MEET POINT" is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

103. "MEET POINT BILLING" is a Billing arrangement whereby two or more Telecommunications Carriers jointly provide Switched Access Service to an IXC, with each LEC receiving an appropriate share of switched access revenues as determined by this Agreement.

104. "MULTIPLE EXCHANGE CARRIER ACCESS BILLING" or "MECAB" means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two

or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

105. "N-1 CARRIER" means the carrier in the call routing process immediately preceding the terminating carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

106. "NATIONAL EMERGENCY NUMBER ASSOCIATION" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

107. "NEAR REAL TIME" means that BellSouth's OSS electronically receives a transaction from MCIm, immediately and automatically processes that transaction, returns the response to that transaction to MCIm in an automatic event driven manner (without delay or manual intervention) via the interface for the OSS Function in question. Except for the time its takes to send and receive the transaction between BellSouth's and MCIm's OSS application, the processing time for BellSouth's representatives should be the same as the processing time for MCIm's representatives. Current benchmarks using TCIF 98-006 averages between two (2) and four (4) seconds for the connection and an average transaction transmittal. The specific agreed metrics for "near-real-time" transaction processing will be contained in the JIAs, where applicable.)

108. "NETWORK ELEMENT" 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.

109. "NETWORK ELEMENT PLATFORM" or "UNE-P" means the Combination of a Loop, NID, Local Switching, Shared Transport, databases and signaling (e.g., LIDB), the vertical features resident in BellSouth's Central Office switch., and (at MCIm's option and where permitted) Operator Systems and Directory Assistance without separately ordering or disconnecting and reconnecting any aspect of a Customer's service.

110. "NETWORK INSTALLATION AND MAINTENANCE COMMITTEE" or "NIMC" is the ATIS/CLC sub-committee responsible for developing business process rules for maintenance and repair or trouble administration.

111. "NETWORK INTERFACE DEVICE" or "NID" is as described in Attachment 3 of this Agreement.

112. "NEW SERVICE PROVIDER" means the Party to which a subscriber switches its local exchange service or the Party to which a subscriber is porting its telephone number(s).

113. "911 DATABASE RECORDS" are the subscriber records to be provided by MCIm to BellSouth for inclusion in BellSouth's 911/E911 DBMS.

114. "911 SERVICE" means a three-digit universal telephone number (9-1-1) which gives the public direct access to a public safety agency.

115. "911/E911 MESSAGE TRUNK" is a dedicated line, trunk or channel between two Central Offices or switching devices which provides a voice and signaling path for 911/E911 calls.

116. "NORTH AMERICAN NUMBERING COUNCIL" or "NANC" is the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

117. "NORTH AMERICAN NUMBERING PLAN" or "NANP" is the system of telephone numbering employed in the United States, Canada and certain Caribbean countries.

118. "NUMBER PORTABILITY" or "NP" means the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability or convenience when switching from one Telecommunications Carrier to another.

119. "NUMBER PORTABILITY ADMINISTRATION CENTER" or "NPAC" is one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers.

120. "NUMBERING PLAN AREA" or "NPA" is also sometimes referred to as an area code and the three digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

121. "NXX," "NXX CODE," "CENTRAL OFFICE CODE," or "CO CODE" is the three digit switch entity indicator which is defined by the D, E and F digits of a 10 digit telephone number within the NANP.

122. "OPERATOR SYSTEMS" provides operator and automated call handling for call completion, billing and special services.

123. "OPERATOR SERVICES" are any automatic or live assistance to a Customer to arrange for billing or completion of a telephone call including, but not limited to:

1) Operator assistance for call completion (e.g. collect calls).

2) Operator assistance for billing after the subscriber has dialed the called number (e.g. credit card calls).

3) Special services (e.g. BLV/BLVI, calls to Emergency Response Agencies, operator-assisted directory assistance services).

4) General assistance.

121. "ORDERING AND BILLING FORUM" or "OBF" means the forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and billing.

122. "OLD SERVICE PROVIDER" means the Party from which a subscriber switches its local exchange service or the Party from which a subscriber is porting its telephone number(s).

123. "ORIGINATING LINE INFORMATION" or "OLI" is an CCS SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

124. "P.01 TRANSMISSION GRADE OF SERVICE" means a circuit switched trunk facility provisioning design standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average time-consistent busy hour.

125. "PACKET SWITCHING" is as defined in Attachment 3 of this Agreement.

126. "PACKET SWITCHED TECHNOLOGY" refers to technologies which segment information into small pieces ("Packets"), assigning each Packet identifying characteristics as well as a destination address. The Packets traverse the network, often following many different physical paths, until they arrive at their destination and are reassembled.

127. PARITY" means the provision by BellSouth of a service or access to a service that is at least equal in quality, timing, priority, functionality and capabilities to what BellSouth provides itself, its Customers, subsidiaries, or Affiliates, or any third party.

128. "PARTY" means either BellSouth or MCIm; "PARTIES" means both MCIm and BellSouth.

129. "PERCENT LOCAL USAGE" or "PLU" is a calculation which represent the ratio of the local minutes to the sum of local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks. Directory Assistance, CMRS traffic, transiting calls from other LECs and Switched Access Service are not included in the calculation of PLU.

130. "PERFORMANCE STANDARD" has the meaning set forth in Attachment X.

131. "PERSON" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

132. "PHYSICAL COLLOCATION" is an offering by an ILEC that enables a requesting Telecommunications Carrier to:

a) Place its own equipment to be used for Interconnection or access to unbundled Network Elements within or upon an ILEC's Premises.

b) Use such equipment to Interconnect with an ILEC's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or to gain access to an ILEC's unbundled Network Elements for the provision of a Telecommunications Service.

c) Enter those Premises, subject to reasonable terms and conditions, to install, maintain and repair equipment used or useful for Interconnection or access to unbundled Network Elements.

d) Obtain reasonable amounts of space in an ILEC's Premises for the equipment used or useful for Interconnection or access to unbundled Network Elements, allocated on a first-come, first-served basis

133. "POINT OF INTERCONNECTION" is the physical telecommunications interface between BellSouth and MCIm interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interface has the following main characteristics:

a) It is a point to allow connection, disconnection, transfer or restoration of service.
b) It is a point where BellSouth and MCIm can verify and maintain specific performance objectives.
c) It is specified according to the interfaces specified in this Agreement.

d) The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

135. "POINT OF PRESENCE" or "POP" means the Point of Presence of an IXC.

136. "POLE ATTACHMENT" means the connection of a facility to a utility pole..

137. "PORT" or "PORT ELEMENT" means a termination point in the End Office Switch. For purposes of general illustration, a Port includes a line card and associated peripheral equipment on an End Office Switch which serves as the hardware termination for Line or Trunk Side facilities connected to the End Office switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

138. "POTS" means plain old telephone service.

139. "POWER SPECTRAL DENSITY (PSD) MASKS" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

140. "PREMISES" refers to an 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 facilities on public rights-of-way, including but not limited to vaults or similar structures containing LCM.

141. "PUBLIC SAFETY ANSWERING POINT" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

142. "PUBLIC SWITCHED NETWORK" includes all switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the NANP in connection with the provision of switched services.

143. "RATE CENTER" identifies the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes

which have been assigned to a LEC (or CLEC) for its provision of Telephone Exchange Services.

144. "RATE POINT" is a geographic location identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive end user traffic to/from the particular NPA-NXX designations with the specific Rate Center.

145. "REAL TIME" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.

146. "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.

147. "REMOTE CALL FORWARDING" or "RCF" is as described in Attachment 7 of this Agreement.

148. "REMOTE TERMINAL" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User and BellSouth's Central Office, where Loops are aggregated and hauled to the Central Office or serving Wire Center.

149. "RESELLER" is a category of local exchange service providers who obtain dial tone and associated Telecommunications Services from another LEC through the purchase of wholesale priced Telecommunications Services for resale to their Customers.

150. "RESERVED NUMBERS" means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific subscriber's future use.

151. "SELECTIVE ROUTER" means the equipment necessary for Selective Routing.

152. "SELECTIVE ROUTING" is the automatic routing of E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

153. "SERVICE CONTROL POINT" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service

logic and then sends instructions back to the SSP on how to continue call processing.

154. "SERVICE CREATION ENVIRONMENT" is a computer containing generic call processing software that can be programmed to create new Advanced Intelligent Network call processing services.

155. "SERVICES"- As used in this agreement includes interconnection, local resale, ancillary services and the purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

156. "SHARED TRANSPORT" is defined as transmission facilities shared by more than one carrier, including BellSouth, between end office swtches and , between end office switches and tandem switches, and between tandem switches in the BellSouth network.

157. "SIGNALING LINK TRANSPORT" is a set of two or four dedicated 56 Kbps transmission paths between MCIm-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a BellSouth STP site.

158. "SIGNAL TRANSFER POINT" or "STP" performs a packet switching functions that routes signaling messages among SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query databases for Advanced Services.

159. "SIGNALING SYSTEM 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

a) Message Transfer Part ("MTP"), which provides functions for basic routing of signaling messages between signaling points.

b) Signaling Connection Control Part ("SCCP"), which provides additional routing and management functions for transfer of messages other than call setup between signaling points.

c) Integrated Services Digital Network User Part ("ISUP"), which provides for transfer of call setup signaling information between signaling points.

d) Transaction Capabilities Application Part ("TCAP"), which provides for transfer of non-circuit related information between signaling points.

160. "SONET RING" describes a network configuration in which networks are interconnected by uni-directional or bi-directional transmission links to form a closed path. The network components utilized to provide this ring must be based on SONET standards.

161. "SPECTRAL COMPATIBILITY" means the capability of two Copper Loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of crosstalk noise from each other. Spectral compatibility is defined on a per twisted pair basis for specific well-defined transmission systems. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all loop lengths, model loops, or loss values within the requirements for the specific transmission system.

162. "SUBLOOP" means 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, the minimum point of entry, the single point of Interconnection, the main distribution frame, the Remote Terminal, and the Feeder Distribution Interface.

163. "SWITCH" is a mechanical, electrical or electronic device which performs the functions of establishing and releasing connections between two (2) or more circuits, services or communications systems, including but not limited to Central Office Switches,

164. "SWITCHED ACCESS SERVICE" means an offering interexchange of access to services or facilities for the purpose of the origination or termination of traffic from or to Telephone Exchange Service Customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A ("FGA)", Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service, and 900 access. Switched Access service does not include traffic exchanged between LECs for the purpose of local exchange Interconnection.

165. "SYNCHRONOUS OPTICAL NETWORK" or "SONET" is a TDM-based (time division multiplexing) standard for high speed fiber optic transmission formulated by the Exchange Carriers Standards Association ("ECSA") for the American National Standards Institute ("ANSI").

166. "TANDEM OFFICE SWITCHES" are switches that are used to connect and switch trunk circuits between and among LEC and IXC switches.

167. "TECHNICALLY FEASIBLE" is as defined in 47. CFR § 51.5.

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

169. "TELECOMMUNICATIONS CARRIER" means any provider of Telecommunications Services, except aggregators of Telecommunications Services (as defined in section 226 of the Act).

170. "TELECOMMUNICATIONS EQUIPMENT" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

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

172. "TELEPHONE EXCHANGE SERVICE" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

173. "TOLL FREE SERVICE" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, Service processing.

174. "TRANSACTION SET" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business functions, *e.g.*, pre-order inquiry and response are defined as complimentary transactions sets. For example, service address validation inquiry and service address validation response.

175. "TRANSIT TRAFFIC" is traffic originating on one Party's network that is switched and transported by the other Party and delivered to a third party's network.

176. "TRUNK SIDE" refers to Central Office Switch connections that have been programmed to treat the circuit as connected to another switching entity (e.g., another Central Office Switch).

177. "VIRTUAL COLLOCATION" is an offering by BellSouth that enables a MCIm to:

a) Designate or specify equipment to be used in accordance with Attachment 5 of this Agreement for Interconnection or access to unbundled Network Elements to be located within or upon an BellSouth's Premises, and dedicated MCIm.

b) Use such equipment to interconnect with an BellSouth's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or for access to an BellSouth's unbundled Network Elements for the provision of a Telecommunications Service.

c) Electronically monitor and control its communications channels terminating in such equipment.

178. "VOLUNTARY FEDERAL SUBSCRIBER FINANCIAL ASSISTANCE PROGRAMS" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

179. "WASTE" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities MCIm 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 by products), except for substances and materials that MCIm, 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.

180. "WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and Switched access service, are located.

181. "WORK LOCATIONS" means any real estate that MCIm or BellSouth, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, where work is performed, in connection with this Agreement.

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BOLD LANGUAGE IS IN DISPUTE, AND IS MCI PROPOSED LANGUAGE UNLESS OTHERWISE INDICATED BY UNDERLINING (FOR BST PROPOSED LANGUAGE). LANGUAGE APPEARING IN NORMAL FONT IS AGREED

ATTACHMENT 1

PRICING

Section 1. General Principles

1.1 All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Attachment, "rates" may refer to either or both recurring and nonrecurring prices.

1.2 Except as otherwise noted, all rates set forth in this Agreement are permanent rates. If the Tennessee Regulatory Authority ("Commission") subsequently orders a different rate, either party, upon written notice to the other party, may elect to change the rate set forth in this agreement to conform to the new rate ordered by the Commission. Upon written notice, the parties will negotiate an amendment to this Agreement reflecting the new rate. The new rate will be effective on the date of receipt of the written notice of election, unless otherwise ordered by the Commission.

1.3 If a rate is identified as interim, then upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the final rate upon written notice to other Party. If either Party elects to change an interim rate to conform to a final rate, the final rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties, the interim rate shall be replaced by the final rate retroactive to the effective date of this Agreement, and will be trued up within thirty (30) days of the effective date of the amendment adopting the final rates.

1.4 Each rate set forth in this Agreement is the total rate applicable for the respective Service. Where required by Applicable Law, rates contained in this Attachment are based upon 47 C.F.R. § 51.505(b) and Commission approved pricing methodologies.

1.4.1 Rates not set forth in this Agreement, for Services required to be provided under the Telecommunications Act of 1996 and under applicable FCC regulations, will be negotiated by the Parties at the time they are requested. The providing Party shall provide the

Service even if rate negotiations are incomplete, and the providing Party shall set an interim rate based on its good faith belief as to its costs, using required pricing methodologies. If interim rates are used, the requesting party shall pay the providing Party the final negotiated or arbitrated rate, retroactive to the date the Services are first provided.

1.5 All of the rates set forth in this Agreement pertaining to Network Elements are appropriate for Network Elements on an individual, stand-alone basis. **Recurring and nonrecurring rates for those Existing Combinations and Typical Combinations of Network Elements (as such terms are defined in Attachment 3 of this Agreement) enumerated in Table 1 of this Attachment 1 are as set forth in Table 1. On an interim basis, for Typical Combinations of loop and transport network facilities not specifically enumerated in Table 1, the non-recurring and recurring charges for such Typical Combinations shall be the sum of the stand-alone nonrecurring and recurring charges of the Network Elements which make up the Typical Combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies. To the extent that MCIm seeks to obtain Typical Combinations that have not been specifically priced by the Commission when purchased in combined form, MCIm may purchase such Typical Combinations at the sum of the stand-alone prices of the UNEs which make up the combination. If MCIm is dissatisfied with using the sum of the stand-alone rates, MCIm may pursue the Bona Fide Request (BFR) process with BellSouth to seek a different rate.**

Section 2. Rates

2.2 All rates set forth in this Agreement for Services required to be provided by the Act shall comply with the standards set forth by the Act and final and nonappealable orders of the FCC and the Commission. Such rates shall be just, reasonable, and nondiscriminatory and in accordance with the principles set forth in this Agreement.

2.4 BellSouth shall not charge MCIm different rates for Unbundled Network Elements based on the class of customers served by MCIm, or on the type of services provided by MCIm using those Unbundled Network Elements, unless otherwise ordered by the Commission.

2.5 Interim Rates. Rates contained in Attachment 1, table 1 are as previously ordered by the Tennessee Regulatory Authority, agreed to by the parties or have not yet been addressed by the Tennessee Regulatory Authority. Rates, rate structure and elements proposed in attachment 1, table 1 that have not yet been ruled upon by the Tennessee Regulatory Authority are interim and subject to true-up upon future consideration by the Tennessee Regulatory Authority.

2.8 Resale. The recurring and nonrecurring rates pursuant to which MCIm is to purchase Telecommunications Services from BellSouth for resale shall be at a discount rate off of the retail rate for the Telecommunications Service. The discount rates shall be as set forth in Attachment 2. Such discount shall reflect the costs avoided by BellSouth, using the avoided cost methodology set forth by the FCC, when selling a service for wholesale purposes.

2.9 Operational Support Systems.

2.9.1 LSRs submitted by means of one of the available electronic interfaces will incur the nonrecurring charge associated with electronically ordered facilities as specified in Table 1 of this Attachment. Provided that electronic interfaces are functioning within specified standards and parameters, LSRs submitted by means other than one of the available electronic interfaces (mail, fax, courier, etc.) will incur a nonrecurring charge associated with manually ordered facilities as specified in Table 1 of this Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). If electronic interfaces are not available or not functioning within specified standards or parameters at the time when the LSR is submitted, the manual ordering nonrecurring charge does not apply. The electronically ordered nonrecurring charge will apply in the event LSRs are submitted manually when electronic interfaces are not available or not functioning within specified standards or parameters. Each LSR and all its supplements or clarifications issued, regardless of their number, will count as a single LSR for nonrecurring charge billing purposes. Nonrecurring charges will not be refunded for LSRs that are canceled by MCIm.

2.9.1.1 For resold Services, OSS charges apply in addition to the charges described in Section 2.8 of this Attachment.

2.9.1.2 MCIm may use an LSR to provide a list of Services to be denied or restored, but such requests for denial or restoration will be billed as one LSR per service address, regardless of how requests are submitted.

2.10 To the extent BellSouth makes available to itself, its customers, subsidiaries, Affiliates or any other third parties any volume or term discounts, BellSouth shall make such volume and term discounts available to MCIm at the same rates, terms and conditions.

Attachment I
TABLE 1

BELLSOUTH/MCIm RATES – TENNESSEE
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

Element Description	Rate
NIDs	
NID per 2-Wire Analog VG Loop, Per Month	$0.56
NRC – Electronically Ordered - 1st	$0.21
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$29.32
NRC – Manually Ordered – Add'l	$8.23
NID per 4-Wire Analog VG Loop, Per Month	$0.56
NRC – Electronically Ordered - 1st	$0.21
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$29.09
NRC – Manually Ordered – Add'l	$8.23
NID per 2-Wire ISDN Digital VG Loop, Per Month	$0.56
NRC – Electronically Ordered - 1st	$0.21
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$29.32
NRC – Manually Ordered – Add'l	$8.23
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Month.	$0.56
NRC – Electronically Ordered - 1st	$0.21
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$29.32
NRC – Manually Ordered – Add'l	$8.23
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop per month	$0.56
NRC – Electronically Ordered - 1st	$0.21
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$29.32
NRC – Manually Ordered – Add'l	$8.23
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop per month	$0.56
NRC – Electronically Ordered - 1st	$0.21
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$29.09
NRC – Manually Ordered – Add'l	$8.23
NID per 4-Wire 56 Kbps Digital Grade Loop per month	$0.56
NRC – Electronically Ordered - 1st	$0.21
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$29.09
NRC – Manually Ordered – Add'l	$8.23
NID per 4-Wire 64 Kbps Digital Grade Loop per month	$0.56

Element Description	Rate
NRC - 1st	$0.21
NRC - Add'l	$0.00
NRC – Incremental Charge – Manual Svc Ord – 1st	$29.09
NRC – Incremental Charge – Manual Svc Ord – Add'l	$8.23
NID per 2-Wire Unbundled Copper Loop per month	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
NID per 4-Wire Unbundled Copper Loop per month	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
LOOP, INCLUDING NID	
2-Wire Analog VG Loop-SL1, per month-Statewide	$14.11
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$9.85
Zone 2 (see table 3 for zone weighting)	$12.22
Zone 3 (see table 3 for zone weighting)	$20.07
NRC – Electronically Ordered – 1st	$0.83
NRC – Electronically Ordered – Add'l	$0.57
NRC - Manually Ordered —1st	$29.94
NRC – Manually Ordered—Add'l	$8.80
NRC - Order Coordination for Specified Conversion Time	$0.31
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$6.24
NRC - Add'l	$6.24
2-Wire Analog VG Loop-SL2, per month-Statewide	$18.66
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$13.02
Zone 2 (see table 3 for zone weighting)	$16.16
Zone 3 (see table 3 for zone weighting)	$26.54
NRC – Electronically Ordered - 1st	$0.83
NRC – Electronically Ordered - Add'l	$0.57
NRC – Manually Ordered —1st	$29.94
NRC – Manually Ordered —Add'l	$8.80
NRC - Order Coordination for Specified Conversion Time	$0.31
4-Wire Analog VG Loop, per month Statewide	$18.00
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$12.56
Zone 2 (see table 3 for zone weighting)	$15.59
Zone 3 (see table 3 for zone weighting)	$25.60
NRC – Electronically Ordered - 1st	$2.55
NRC – Electronically Ordered - Add'l	$2.10
NRC – Manually Ordered—1st	$31.43
NRC – Manually Ordered—Add'l	$10.33

Element Description	Rate
NRC - Order Coordination for Specified Conversion Time	$1.03
2-Wire ISDN Digital Grade Loop, per month-Statewide	$18.00
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$12.56
Zone 2 (see table 3 for zone weighting)	$15.59
Zone 3 (see table 3 for zone weighting)	$25.60
NRC – Electronically Ordered - 1st	$0.83
NRC – Electronically Ordered - Add'l	$0.57
NRC – Manually Ordered 1st	$29.94
NRC - Manually Ordered - Add'l	$8.80
NRC - Order Coordination for Specified Conversion Time	$0.31
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month-Statewide	$12.16
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$8.49
Zone 2 (see table 3 for zone weighting)	$10.53
Zone 3 (see table 3 for zone weighting)	$17.29
NRC – Electronically Ordered - 1st	$51.27
NRC – Electronically Ordered - Add'l	$51.10
NRC - Manually Ordered — 1st	$80.38
NRC – Manually Ordered — Add'l	$59.33
NRC - Order Coordination for Specified Conversion Time	$1.03
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month-Statewide	$8.78
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$6.13
Zone 2 (see table 3 for zone weighting)	$7.60
Zone 3 (see table 3 for zone weighting)	$12.49
NRC – Electronically Ordered - 1st	$51.27
NRC – Electronically Ordered - Add'l	$51.10
NRC – Manually Ordered - 1st	$80.38
NRC – Manually Ordered - Add'l	$59.33
NRC - Order Coordination for Specified Conversion Time	$1.03
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month-Statewide	$12.46
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$8.70
Zone 2 (see table 3 for zone weighting)	$10.79
Zone 3 (see table 3 for zone weighting)	$17.72
NRC – Electronically Ordered - 1st	$51.84
NRC – Electronically Ordered - Add'l	$51.59
NRC – Manually Ordered - 1st	$80.72
NRC - Manually Ordered - Add'l	$59.82
NRC - Order Coordination for Specified Conversion Time	$1.03
4-Wire DS1 Digital Loop, per month-Statewide	$61.77
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$43.11

Element Description	**Rate**
Zone 2 (see table 3 for zone weighting)	$53.49
Zone 3 (see table 3 for zone weighting)	$87.85
NRC – Electronically Ordered 1st	$2.65
NRC – Electronically Ordered Add'l	$1.69
NRC – Manually Ordered – 1st	$31.34
NRC –Manually Ordered – Add'l	$9.92
NRC - Order Coordination for Specified Conversion Time	$1.05
4-Wire 56 Kbps Dig Grade Loop, per month-Statewide	$30.51
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$21.29
Zone 2 (see table 3 for zone weighting)	$26.42
Zone 3 (see table 3 for zone weighting)	$43.39
NRC – Electronically Ordered - 1st	$2.55
NRC – Electronically Ordered - Add'l	$2.10
NRC – Manually Ordered - 1st	$31.43
NRC - Manually Ordered - Add'l	$10.33
NRC - Order Coordination for Specified Conversion Time	$1.03
4-Wire 64 Kbps Dig Grade Loop, per month-Statewide	$30.51
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$21.29
Zone 2 (see table 3 for zone weighting)	$26.42
Zone 3 (see table 3 for zone weighting)	$43.39
NRC – Electronically Ordered - 1st	$2.55
NRC – Electronically Ordered - Add'l	$2.10
NRC – Manually Ordered - 1st	$31.43
NRC – Manually Ordered - Add'l	$10.33
NRC – Order Coordination for Specified Conversion Time	$1.03
2-Wire Unbundled Copper –Statewide	$0.00
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC - Manually Ordered — 1st	$0.00
NRC – Manually Ordered— Add'l	$0.00
NRC – Manually Ordered— Disconnect	$0.00
NRC - Coordination for Specified Conversion Time	$0.00
4-Wire Copper Loops – Statewide Monthly	$0.00
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00

Element Description	Rate
NRC-Disconnect-Electronically Ordered - 1st	$0.00
NRC-Disconnect-Electronically Ordered - Add'l	$0.00
NRC-Disconnect-Manually Ordered - 1st	$0.00
NRC-Disconnect-Manually Ordered - Add'l	$0.00
High Capacity Unbundled Local Loops	
High Capacity Unbundled Local Loop-DS3-per mile	$0.00
High Capacity Unbundled Local Loop-DS3-facility Terminations	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
High Capacity Unbundled Local Loop-OC3-per mile	$0.00
High Capacity Unbundled Local Loop-OC3-facility Terminations	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
High Capacity Unbundled Local Loop-OC12-per mile	$0.00
High Capacity Unbundled Local Loop-OC12-facility Terminations	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
High Capacity Unbundled Local Loop-OC48-per mile	$0.00
High Capacity Unbundled Local Loop-OC48-facility Terminations	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00

Element Description	Rate
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
High Capacity Unbundled Local Loop-OC48-InterfaceOC12 on OC48	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
High Capacity Unbundled Local Loop-STS1-per mile	$0.00
High Capacity Unbundled Local Loop-STS1-facility Terminations	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Loop Testing	
Loop Testing Beyond Voice Grade-Basic Per Half Hour	
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Loop Testing Beyond Voice Grade-Overtime Per Half Hour	
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Loop Testing Beyond Voice Grade-Premium Per Half Hour	
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00

Element Description	Rate
COMBINATIONS	
2-Wire Voice Grade Loop with 2-wire Line Port – Recurring – Statewide Average	$0.00
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
2-Wire Voice Grade Extended Loop with DS1 Dedicated Interoffice Transport	
2-Wire Voice Grade Loop-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS1 System-Recurring	$0.00
2-Wire Voice Grade Extended Loop/DS1 Interoffice Combination – Statewide Average	$0.00
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC- Electronically Ordered - 1st	$0.00
NRC- Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered -Add'l	$0.00
Interoffice Transport-Voice Grade Plug-in-Recurring	$0.00
NRC-Disconnect-Electronically Ordered - 1st	$0.00
NRC-Disconnect-Electronically Ordered – Add'l	$0.00
NRC-Disconnect-Manually Ordered -1st	$0.00
NRC-Disconnect-Manually Ordered -Add'l	$0.00
4-Wire Voice grade Extended Loop with DS1 Dedicated Interoffice Transport-Recurring	
4-Wire Voice Grade Loop-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-	$0.00

Element Description	**Rate**
Recurring	
Interoffice Transport-Dedicated- DS1 System-Recurring	$0.00
4-Wire Voice Grade Extended Loop/DS1 Interoffice Combination – Statewide Average	$0.00
Zone 1 (see table 3 for zone weighting)	0.00
Zone 2 (see table 3 for zone weighting)	0.00
Zone 3 (see table 3 for zone weighting)	0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interoffice Transport-Voice Grade Plug-in-Recurring	$0.00
NRC-Disconnect-1st	$0.00
NRC-Disconnect-Add'l	$0.00
NRC-Disconnect-Manual-1st	$0.00
NRC-Disconnect-Manual-Add'l	$0.00
4-Wire 56 or 64 KBPS Extended Digital Loop with Dedicated DS1 Interoffice Transport-Recurring	
4-Wire 56 or 64 KBPS Digital Grade Loop-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS1 System-Recurring	$0.00
4-Wire 56 or 64 KBPS Digital Grade Loop/DS1 Interoffice Combination – Statewide Average	$0.00
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered – Add'l	$0.00
Interoffice Transport-Voice Grade Plug-in-Recurring	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00

Element Description	Rate
NRC-Manually Ordered – Add'l	$0.00
Extended 2 Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport	
Local Channel-Dedicated-2 Wire Voice Grade-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS1 System-Recurring	$0.00
Extended 2 Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport – Statewide Average	
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interoffice Transport-Voice Grade Plug-in-Recurring	$0.00
NRC-Disconnect-1st	$0.00
NRC-Disconnect-Add'l	$0.00
NRC-Disconnect-Manual-1st	$0.00
NRC-Disconnect-Manual-Add'l	$0.00
Extended 4-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport	
Local Channel-Dedicated-4 Wire Voice Grade-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS1 System-Recurring	$0.00
Extended 4 Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport – Statewide Average	$0.00
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00

Element Description	Rate
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interoffice Transport-Voice Grade Plug-in-Recurring	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Extended 4-Wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport	
4-Wire DS1 Digital Loop-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-Recurring	$0.00
Extended 4-Wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport – Statewide Average	$0.00
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Extended 4-Wire DS1 Digital Loop with Dedicated DS3 Interoffice Transport	
4-Wire DS1 Digital Loop	$0.00
Interoffice Transport-Dedicated-DS3-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS3- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS3 System-Recurring	$0.00

Element Description	**Rate**
Extended 4-Wire DS1 Digital Loop with Dedicated DS3 Interoffice Transport – Statewide Average	$0.00
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interoffice Transport-DS1 Card or W-DCS Port	$0.00
NRC-Disconnect-1st	$0.00
NRC-Disconnect-Add'l	$0.00
NRC-Disconnect-Manual-1st	$0.00
NRC-Disconnect-Manual-Add'l	$0.00
Extended DS1 Dedicated Local Channel with Dedicated DS3 Interoffice Transport	
Local Channel-Dedicated-DS1	$0.00
Local Channel-Dedicated-DS3-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS3- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS3 System-Recurring	$0.00
Extended DS1 Dedicated Local Channel with Dedicated DS3 Interoffice Transport – Statewide Average – per month	$0.00
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
2-Wire Voice Grade Loop with 2-Wire DID Trunk Port – per month	$0.00
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00

Element Description	**Rate**
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port – Statewide Average – per month	$0.00
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port – Non Feature Subsequent Activity	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Statewide Average – per month	$0.00
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Subsequent Channel Activation – NRC Per Channel	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Subsequent Inward/2-Way Telephone Numbers – NRC	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Subsequent Outward Telephone Numbers – NRC	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Subsequent Inward Telephone Numbers – NRC	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Subsequent Service Order – per Order - NRC	$0.00
4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port – per month – Statewide Average	$0.00

Element Description	**Rate**
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port – Subsequent Channel Activation – Per Channel – NRC	$0.00
4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port – Subsequent Telephone Numbers – NRC	$0.00
4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port – Subsequent Signaling Changes – NRC	$0.00
4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port – Subsequent Service Order – per Order	$0.00
Interoffice Transport-DS1 Card or W-DCS port-Recurring	$0.00
NRC-Disconnect-1st	$0.00
NRC-Disconnect-Add'l	$0.00
NRC-Disconnect-Manual-1st	$0.00
NRC-Disconnect-Manual-Add'l	$0.00
2-Wire Design Loop/Line Side Port Combination	
NRC-1st	$0.00
NRC-Add'l	$0.00
4-Wire Design Loop/Line Side Port Combination	
NRC-1st	$0.00
NRC-Add'l	$0.00
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$7.79
NRC – Electronically Order - 1st	$10.42
NRC – Electronically Ordered - Add'l	$10.42
NRC - Manually Ordered—1st	$10.42
NRC - Manually Ordered - Add'l	$10.42
NRC - Manual Order Coordination- per loop	$0.31
Sub-Loop Distribution per 4-Wire Analog VG Loop (Including NID), per month	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00

Element Description	Rate
Sub-Loop Distribution per ISDN Digital Grade Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 2-Wire ADSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 2-Wire HDSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 4-Wire HDSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 4-Wire- 56 or 64 KBPS Digital Grade Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 2-Wire Copper Loop	$0.00

Element Description	Rate
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 4-Wire Copper Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 2-wire analog Voice grade Loop	$8.62
NRC-Electronically Ordered 1st	$10.42
NRC-Electronically Ordered – Add'l	$10.42
NRC-Manually Ordered – 1st	$10.42
NRC-Manually Ordered – Add'l	$10.42
Sub-Loop Feeder per 4-wire analog Voice grade Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder ISDN Digital Grade Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 2-Wire ADSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00

Element Description	Rate
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 2-Wire HDSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 4-Wire HDSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 4-Wire 56 or 64 Digital Grade Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 2-Wire Copper Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 4-Wire Copper Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00

Element Description	Rate
Sub-Loop-Order Coordination for Specified Conversion Time-Electronic-NRC	$0.31
Sub-Loop-Order Coordination for Specified Conversion Time-Manual-NRC	$0.00
Loop Concentration- Channelization Sys (Outside CO)	
DLC System, per month	$328.28
NRC-Electronically Ordered – 1st	$0.21
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered – 1st	$28.90
NRC-Manually Ordered – Add'l	$8.23
DS1 Feeder Interface, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-2-Wire Voice, per month	$0.88
NRC-1st	$0.57
NRC-Add'l	$0.37
Channel Interface-2-Wire ISDN, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-4Wire Voice, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Test Circuit	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-Digital 56kpbs, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-Digital 64kpbs, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Loop Channelization and CO Interface (Inside the CO)	
DLC – Loop Channelization System, per month	$307.07
NRC – Electronically Ordered – 1st	$0.21
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$28.90
NRC – Manually Ordered – Add'l	$8.23
DS1 Feeder Interface, per month	$0.00
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Channel Interface-2-Wire Voice, per month	$0.88

Element Description	Rate
NRC – Electronically Ordered – 1st	$0.46
NRC – Electronically Ordered – Add'l	$0.26
NRC – Manually Ordered – 1st	$29.15
NRC – Manually Ordered – Add'l	$8.49
Channel Interface-2-Wire ISDN, per month	$0.00
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Channel Interface-4Wire Voice, per month	$0.00
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Test Circuit	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-Digital 56kpbs, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-Digital 64kpbs, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channelization-Channel System DS1 to DS0	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Interface Unit-Interface DS1-DS0-OCU-DP Card	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interface Unit-Interface DS1-DS0-Brite Card	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interface unit-Interface DS1-DS0-Voice Grade Card	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00

Element Description	Rate
Channelization-Channel System DS3 to DS1	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Interface Unit-Interface DS3-DS1	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$1.46
NRC – Electronically Ordered 1st (all types)	$2.03
NRC – Electronically Ordered Add'l (all types)	$1.83
NRC – Manually Ordered - 1st	$31.17
NRC - Manually Ordered - Add'l	$10.06
4-Wire Analog VG Port, per month	$7.94
NRC – Electronically Ordered 1st (all types)	$1.99
NRC – Electronically Ordered Add'l (all types)	$1.78
NRC – Manually Ordered - 1st	$30.32
NRC - Manually Ordered - Add'l	$10.01
2-Wire Digital Line Side ISDN Port, per month	$15.73
NRC – Electronically Ordered 1st	$5.89
NRC – Electronically Ordered Add'l	$5.69
NRC – Manually Ordered - 1st	$34.04
NRC – Manually Ordered - Add'l	$13.92
4-Wire ISDN DS1 Port, per month	$74.26
NRC – Electronically Ordered 1st	$44.62
NRC – Electronically Ordered Add'l	$23.24
NRC – Manually Ordered - 1st	$86.41
NRC – Manually Ordered - Add'l	$65.03
2-Wire Analog Line Port (PBX), per month	$1.46
NRC – Electronically Ordered 1st	$1.99
NRC – Electronically Ordered Add'l	$1.78
NRC – Manually Ordered - 1st	$30.32
NRC – Manually Ordered - Add'l	$10.01
2-Wire DID Port, per month	$8.26
NRC – Electronically Ordered 1st	$13.94
NRC – Electronically Ordered Add'l	$13.73
NRC – Manually Ordered - 1st	$43.08
NRC – Manually Ordered - Add'l	$21.96

Element Description	Rate
4-Wire DS1 Port w/DID capability, per month	$35.06
NRC – Electronically Ordered 1st	$18.81
NRC – Electronically Ordered Add'l	$18.61
NRC – Manually Ordered - 1st	$47.94
NRC – Manually Ordered - Add'l	$26.84
Coin Port, per month	$1.74
NRC – Electronically Ordered 1st	$2.01
NRC – Electronically Ordered Add'l	$1.81
NRC – Manually Ordered - 1st	$30.80
NRC – Manually Ordered - Add'l	$10.04
Unbundled End Office Switching (Port Usage)	
End Office Switching Function & End Office Interoffice Trunk Port—Shared, per mou (includes all features)	$0.0008041
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function & Tandem Interoffice Trunk Port--Shared per mou	$0.000676
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.0000064
Common (Shared) Transport Facilities Termination per mou	$0.00036
Interoffice Transport - Dedicated – VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0173
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$17.93
NRC – Electronically Ordered 1st (all types)	$8.97
NRC – Electronically Ordered Add'l (all types)	$2.95
NRC – Manually Ordered - 1st	$34.67
NRC – Manually Ordered - Add'l	$14.61
Interoffice Transport - Dedicated - DS0 – 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.017
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$17.33
NRC – Electronically Ordered 1st	$10.12
NRC – Electronically Ordered Add'l	$3.15
NRC – Manually Ordered - 1st	$35.82
NRC – Manually Ordered - Add'l	$14.81
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 – per mile per month	$0.3525
Interoffice Transport - Dedicated - DS1 – facilities termination per month	$75.83
NRC – Electronically Ordered 1st	$31.92
NRC – Electronically Ordered Add'l	$23.36
NRC – Manually Ordered - 1st	$57.62
NRC – Manually Ordered - Add'l	$35.02
Interoffice Transport - Dedicated – DS3	
Interoffice Transport - Dedicated – DS3 – per mile per month	$0.00

Element Description	Rate
Interoffice Transport - Dedicated – DS3 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered – Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport – Dedicated – OC3	
Interoffice Transport - Dedicated – OC3 – per mile per month	$0.00
Interoffice Transport - Dedicated – OC3 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered – Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport – Dedicated – OC12	
Interoffice Transport - Dedicated – OC12 – per mile per month	$0.00
Interoffice Transport - Dedicated – OC12 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered – Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport – Dedicated – OC48	
Interoffice Transport - Dedicated – OC48 – per mile per month	$0.00
Interoffice Transport - Dedicated – OC48 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered – Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport – Dedicated – OC48 – Interface	$0.00

Element Description	Rate
OC12 on OC48	
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered – Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport – Dedicated – STS-1	
Interoffice Transport - Dedicated – STS1 – per mile per month	$0.00
Interoffice Transport - Dedicated – STS1 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered – Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel – Dedicated	
Local Channel - Dedicated - 2-Wire VG	$14.63
NRC – Electronically Ordered 1st (all types)	$12.66
NRC – Electronically Ordered Add'l (all types)	$10.23
NRC – Manually Ordered - 1st	$41.35
NRC - Manually Ordered – Add'l	$18.46
Local Channel - Dedicated - 4-Wire VG	$15.67
NRC – Electronically Ordered 1st (all types)	$12.66
NRC – Electronically Ordered Add'l (all types)	$10.23
NRC – Manually Ordered - 1st	$41.35
NRC - Manually Ordered – Add'l	$18.46
Local Channel - Dedicated - DS1	$38.59
NRC – Electronically Ordered - 1st	$15.24
NRC – Electronically Ordered – Add'l	$10.44
NRC – Manually Ordered –1st	$79.69
NRC – Manually Ordered – Add'l	$13.65
Local Channel - Dedicated – DS3	$0.00
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Local Channel-Dedicated-OC3-Per Mile	$0.00
Local Channel-OC3-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00

Element Description	Rate
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-OC12-Per Mile	$0.00
Local Channel-OC12-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-OC48-Per Mile	$0.00
Local Channel-OC48-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel - Dedicated – OC48 – Interface OC12 on OC48	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-STS-1-Per Mile	$0.00
Local Channel-STS-1-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
LOCAL INTERCONNECTION	

Element Description	Rate
(CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$0.0008041
Tandem Switching, per mou	$0.000676
Local Interconnection Transport	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.0000064
Common (Shared) Transport Facilities Termination per mou	$0.00036
Interoffice Transport - Dedicated – VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0173
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$17.93
NRC – Electronically Ordered 1st	$8.97
NRC – Electronically Ordered Add'l	$2.95
NRC – Manually Ordered - 1st	$34.67
NRC – Manually Ordered – Add'l	$14.61
Interoffice Transport - Dedicated - DS0 – 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.017
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$17.33
NRC – Electronically Ordered 1st	$10.12
NRC – Electronically Ordered Add'l	$3.15
NRC – Manually Ordered - 1st	$35.82
NRC – Manually Ordered – Add'l	$14.81
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.3525
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$75.83
NRC – Electronically Ordered 1st	$31.92
NRC – Electronically Ordered Add'l	$23.36
NRC – Manually Ordered - 1st	$57.62
NRC – Manually Ordered – Add'l	$35.02
Interoffice Transport - Dedicated – DS3	
Interoffice Transport - Dedicated – DS3 – per mile per month	$0.00
Interoffice Transport - Dedicated – DS3 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport - Dedicated – OC3	
Interoffice Transport - Dedicated – OC3 – per mile per month	$0.00
Interoffice Transport - Dedicated – OC3 – facilities termination per month	$0.00

Element Description	Rate
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport - Dedicated – OC12	
Interoffice Transport - Dedicated – OC12 – per mile per month	$0.00
Interoffice Transport - Dedicated – OC12 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport - Dedicated – OC48	
Interoffice Transport - Dedicated – OC48 – per mile per month	$0.00
Interoffice Transport - Dedicated – OC48 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport - Dedicated – STS-1	
Interoffice Transport - Dedicated – STS1 – per mile per month	$0.00
Interoffice Transport - Dedicated – STS1 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel – Dedicated	
Local Channel - Dedicated - 2-Wire VG	$14.63
NRC – Electronically Ordered - 1st	$12.66

Element Description	Rate
NRC – Electronically Ordered - Add'l	$10.23
NRC – Manually Ordered - 1st	$41.35
NRC – Manually Ordered - Add'l	$18.46
Local Channel - Dedicated – 4-Wire VG	$15.67
NRC – Electronically Ordered - 1st	$12.66
NRC – Electronically Ordered - Add'l	$10.23
NRC – Manually Ordered - 1st	$41.35
NRC – Manually Ordered - Add'l	$18.46
Local Channel - Dedicated – DS1	$38.59
NRC – Electronically Ordered - 1st	$15.24
NRC – Electronically Ordered - Add'l	$10.44
NRC – Manually Ordered - 1st	$79.69
NRC – Manually Ordered - Add'l	$13.65
Local Channel-Dedicated-DS3-Per Mile	$0.00
Local Channel-DS3-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-OC3-Per Mile	$0.00
Local Channel-OC3-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-OC12-Per Mile	$0.00
Local Channel-OC12-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00

Element Description	Rate
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-OC48-Per Mile	$0.00
Local Channel-OC48-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel - Dedicated – OC48 – Interface OC12 on OC48	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-STS-1-Per Mile	$0.00
Local Channel-STS-1-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
TRUNKS INSTALLATION- Minimum 24 trunks	
NRC-1ST	$0.00
NRC-Additional	$0.00
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call	$0.0005192
Reservation Charge per 800 number electronically reserved--NRC - 1st	$4.57

Element Description	Rate
Reservation Charge per 800 number electronically reserved--NRC - Add'l	$0.74
Reservation Charge per 800 number manually reserved--NRC - 1st	$23.10
Reservation Charge per 800 number manually reserved--NRC - Add'l	$0.74
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC – Electronically Ordered – 1st	$15.98
NRC – Electronically Ordered – Add'l	$2.03
NRC – Manually Ordered – 1st	$44.12
NRC – Manually Ordered – Add'l	$2.03
Per 800 # Established with POTS Translations	
NRC – Electronically Ordered – 1st	$15.98
NRC – Electronically Ordered – Add'l	$2.03
NRC – Manually Ordered – 1st	$44.12
NRC – Manually Ordered – Add'l	$2.03
Customized Area of Service per 800 Number	
NRC – Electronically Ordered – 1st	$3.00
NRC – Electronically Ordered – Add'l	$1.50
NRC – Manually Ordered – 1st	$3.00
NRC – Manually Ordered – Add'l	$1.50
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC – Electronically Ordered – 1st	$3.50
NRC – Electronically Ordered – Add'l	$2.00
NRC – Manually Ordered – 1st	$3.50
NRC – Manually Ordered – Add'l	$2.00
Change Charge per request	
NRC – Electronically Ordered – 1st	$5.31
NRC – Electronically Ordered – Add'l	$0.74
NRC – Manually Ordered – 1st	$23.84
NRC – Manually Ordered – Add'l	$0.74
Call Handling and Destination Features - NRC – 1st	$3.00
Call Handling and Destination Features - NRC – Add'l	$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$0.0000354
LIDB Validation per query	$0.0117403
LIDB Originating Point Code Electronically Established or Changed – NRC	$5.31
LIDB Originating Point Code Manually Established or Changed – NRC	$23.84
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per 56 kbps link per month	$17.84
NRC – Electronically Ordered	$168.05
NRC – Manually Ordered	$196.19
CCS7 Signaling Termination, per STP port per month	$138.41
CCS7 Signaling Usage, per ISUP message	$0.000023

Element Description	Rate
(applicable when measurement and billing capability exists.)	
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	$0.00005
CCS7 Signaling Usage Surrogate, per link per LATA per mo (3)	$352.30
Access to 911 Service	
BellSouth E911 Access-Local Channel-Dedicated-2-Wire Voice grade	$14.82
NRC – Electronically Ordered - 1st	$553.80
NRC – Electronically Ordered - Add'l	$89.69
NRC – Manually Ordered - 1st	$595.97
NRC – Manually Ordered - Add'l	$102.45
BellSouth E911 Access-Interoffice Transport-Dedicated-2-Wire Voice Grade per Mile	$0.01730
BellSouth E911 Access-Interoffice Transport-Dedicated-2-Wire Voice Grade per Facility Termination	$17.93
NRC – Electronically Ordered - 1st	$8.97
NRC – Electronically Ordered - Add'l	$2.95
NRC – Manually Ordered - 1st	$34.67
NRC – Manually Ordered - Add'l	$14.61
BellSouth E911 Access-Local Channel-Dedicated-DS1 per facility termination	$38.59
NRC – Electronically Ordered - 1st	$15.24
NRC – Electronically Ordered - Add'l	$10.44
NRC – Manually Ordered - 1st	$79.69
NRC – Manually Ordered - Add'l	$13.65
BellSouth E911 Access-Interoffice Transport-Dedicated – DS1-PerMile	$0.3525
BellSouth E911 Access-Interoffice Transport-Dedicated – DS1-PerFacility Termination	$75.83
NRC – Electronically Ordered - 1st	$31.92
NRC – Electronically Ordered - Add'l	$23.36
NRC – Manually Ordered - 1st	$57.62
NRC – Manually Ordered - Add'l	$35.02
LNP Query Service	
LNP Cost Per Query	$0.00
OLEC DAILY USAGE FILE	
OLEC Daily Usage File: Recording, per message	.0000044
OLEC Daily Usage File: Message Processing, per message	$.0027366
OLEC Daily Usage File: Message Processing, per magnetic tape provisioned (99,999 records per tape maximum)	$52.75
OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.0000339
Access Daily Usage File (ADUF)	
RC-ADUF, Message Processing, per message	$0.00

Element Description	Rate
RC-ADUF Message Distribution, per magnetic Tape Provisioned	$0.00
RC-ADUF, Data Transmission (CONNECT:DIRECT), per message	$0.0000
Enhanced Optional Usage File (EODUF)	
Enhanced Optional Usage File:Message Processing, Per message	$0.00
Enhanced Optional Usage File:Message Processing, per magnetic tape provisioned	$0.00
Enhanced Optional Usage File:Data File Transmission (CONNECT:DIRECT), per message	$0.0000
OPERATOR CALL PROCESSING	
Oper. Provided Call Processing - per mou - using BST LIDB	$1.08
Oper. Provided Call Processing - per mou - Using Foreign LIDB	$1.13
Fully Automated Call Handling per call - Using BST LIDB	$0.1010353
Fully Automated Call Handling per call - Using Foreign LIDB	$0.122818
Professional recording of name (OCP alone)	$0.00
.1.1.1.1.1.1.Professional recording of name (DA and OCP alone)	$0.00
.1.1.1.1.1.2.DRAM or front-end loading, per TOPS Switch	$0.00
EBAS and BNAC loading, per NAV shelf	$0.00
INWARD OPERATOR SERVICES	
Verification, per call	$0.90
Verification and Emergency Interrupt, per call	$1.95
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.0364771
Number Services Intercept per query	$0.017793
Directory Assistance Access Service Calls, per call	$0.2286787
Professional Recording of name (DA alone)	$0.00
Professional Recording of name (DA and OCP alone)	$0.00
DRAM or front-end loading, per IVS	$0.00
AABS or back-end loading, per NAV shelf	$0.00
EBAS or 0-automation loading, per NAV shelf	$0.00
Directory Transport	
Directory Transport - Local Channel DS1, per month	$38.59
NRC – Electronically Ordered - 1st	$15.24
NRC – Electronically Ordered - Add'l	$10.44
NRC – Manually Ordered - 1st	$79.69
NRC – Manually Ordered - Add'l	$13.65
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$0.36
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$76.91
NRC – Electronically Ordered - 1st	$31.92
NRC – Electronically Ordered - Add'l	$23.36

Element Description	Rate
NRC – Manually Ordered - 1st	$57.62
NRC – Manually Ordered - Add'l	$35.02
Switched Common Transport per DA Access Service per call	$0.0002710
Switched Common Transport per DA Access Service per call per mile	$0.0000165
Access Tandem Switching per DA Access Service per call	$0.0001875
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$31.03
NRC - Add'l	$8.09
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	$0.04850
Directory Assistance Database Service, per month	$104.13
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$5,729.00
Direct Access to Directory Assistance Service, per query	$0.0493769
Direct Access to Directory Assistance Service, svc estab chg-NRC	$112.04
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF	
RCF, per number ported (Business Line), each path	$0.00
RCF, per number ported (Residence Line), each path	$0.00
RCF, per number ported (Res or Bus Line)	
NRC	$0.00
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0.00
RCF, per Electronic service order, per location – NRC - 1st	$0.00
RCF, per Electronic service order, per location – NRC - Add'l	$0.00
RCF, per Manual service order, per location – NRC - 1st	$0.00
RCF, per Manual service order, per location – NRC - Add'l	$0.00
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence – NRC	$0.00
DID per number ported, Business – NRC	$0.00
DID per service order, per location – NRC - 1st Electronically Ordered	$0.00
DID per service order, per location – NRC - Add'l Electronically Ordered	$0.00
DID per service order, per location – NRC - 1st Manually Ordered	$0.00
DID per service order, per location – NRC - Add'l Manually Ordered	$0.00
DID, per trunk termination, Initial	$0.00
DID, per trunk termination, Initial – NRC	$0.00
DID, per trunk termination, Subsequent	$0.00
DID, per trunk termination, Subsequent - NRC	$0.00

Element Description	Rate
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY	
Access to Poles, per pole, per foot, per year	$4.57
Access to Conduits, per foot, per year	$0.30
Access to Innerduct, per foot, per year	$0.447765
AIN	
AIN SMS Access Svc - Svc Estab per state, initial setup – NRC	$202.85
AIN SMS Access Svc - Port Connection-Dial/Shared Access – NRC	$45.12
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$45.12
AIN SMS Access Svc - User ID Codes - per User ID Code – NRC	$124.98
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement- NRC	$125.04
AIN SMS Access Service – Storage, per unit (100 Kb)	$0.0024
AIN SMS Access Service – Session, per minute	$0.0820123
AIN SMS Access Service - Co. Performed Session, per minute	$2.27
AIN - BellSouth AIN Toolkit Service	
Service Establishment Charge, per state, initial setup - NRC	$202.85
Training Session, per customer – NRC	$8,289.00
Trigger Access Charge, per trigger, per DN, Term. Attempt – NRC	$45.05
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$45.05
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$45.05
Trigger Access Charge, per trigger, per DN, 10-Digit PODP – NRC	$105.39
Trigger Access Charge, per trigger, per DN, CDP - NRC	$105.39
Trigger Access Charge, per trigger, per DN, Feature Code – NRC	$105.39
Query Charge, per query	$0.0211882
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$0.0054774
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.50
Monthly report - per AIN Toolkit Service Subscription	$17.39
Monthly report - per AIN Toolkit Service Subscription - NRC	$35.19
Special Study - Per AIN Toolkit Service Subscription	$0.083760
Special Study - Per AIN Toolkit Service Subscription - NRC	$27.81
Call Event Report - per AIN Toolkit Service Subscription	$17.31
Call Event Report - per AIN Toolkit Service Subscription - NRC	$35.19
Call Event special Study - per AIN Toolkit Service Subscription	$0.0027920
Call Event special Study - per AIN Toolkit Service Subscription – NRC	$27.81

Element Description	Rate
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), per Query	$0.00068
DARK FIBER	
Per four fiber strands, per route mile or fraction thereof, per month	$49.30
NRC –1st	$1,672.44
NRC –Add'l	$509.09
SELECTIVE ROUTING	
Customized routing per unique line class code, per request, per switch	
NRC	$0.00
NRC - Incremental Charge--Manual Svc Order	$0.00

Attachment I
Table 2

BELLSOUTH/MCIm RATES – NORTH CAROLINA
PHYSICAL AND VIRTUAL COLLOCATION

Element Description	Rate
.1.1.2. Physical Collocation	
Application Cost (NRC)	$639.51
Subsequent Applications (NRC)	$0.00
Space Preparation – CO Modification – per sq. ft. per month	$0.00
Space Preparation – Common Systems Modification – Cageless - per sq. ft. per month	$0.00
Space Preparation – Common Systems Modification – Caged – per cage - per month	$0.00
Space Preparation - Power-Per nominal 48V DC amp	$6.79
Space Construction Gypsum Walls per first 100 sq. ft.	$138.54
Space Construction per add'l 50 sq. ft.	$16.07
Space Construction Welded Wire Cage – First 100 square ft.	$0.00
Space Construction Welded Wire Cage – add'l 50 square ft.	$0.00
Cable Installation Cost per Cable (NRC)	$1,081.43
Cable Support Structure, Per cable	$20.43
Physical Collocation – Floor Space – per sq. ft.	$3.91
Security Access System Security System Per Premises	$0.00
New Access Card Activation NRC-Per Card	$0.00
Administrative change, existing card NRC-Per Card	$0.00
Replace lost or stolen card NRC-Per Card	$0.00
Space Availability Report Per Premises requested	$0.00
Security Escort, basic – 1st half hour	$24.39
Security Escort, basic – add'l, half hours	$24.39
Security Escort, overtime – 1st half hour	$36.59
Security Escort, overtime – add'l half hours	$36.59
Security Escort, premium – 1st half hour	$36.59
Security Escort, premium – add'l half hours	$36.59
2-Wire Cross Connect at POT Bay, per Month	$0.0921
4-Wire Cross Connect at POT Bay, per Month	$0.1843
DS1 Cross Connect at POT Bay, per Month	$0.7606
DS3 Cross Connect at POT Bay, per Month	$4.77
2-Wire Cross Connects, per Month	$0.30820
NRC – 1st	$8.80
NRC –Add'l	$8.80
4-Wire Cross Connects, per Month	$0.61640
NRC – 1st	$17.60
NRC – Add'l	$17.60
DS1 Cross Connects, per Month	$2.28

Element Description	**Rate**
NRC – 1st	$47.70
NRC – Add'l	$47.70
DS3 Cross Connects, per Month	$41.62
NRC – 1st	$341.32
NRC – Add'l	$341.32
2 Fiber Cross Connect – per month	$0.00
NRC – 1st	$0.00
NRC – Add'l	$0.00
4 Fiber Cross Connect – per month	$0.00
NRC – 1st	$0.00
NRC – Add'l	$0.00
Line Splitter – per line activated per month	$0.00
NRC – 1st	$0.00
NRC – Add'l -	$0.00
Co-Carrier Cross-Connect – Cable Support Structure	$0.00
Remote Terminal Collocation	
Vertical Rack Space – Monthly recurring	$0.00
Vertical Rack Space – Nonrecurring 1st	$0.00
Vertical Rack Space – Nonrecurring – Add'l	$0.00
Line Splitter – per line activated per month	$0.00
NRC – 1st	$0.00
NRC – Add'l -	$0.00
.1.1.3. Virtual Collocation	
Application Cost (NRC)	$639.51
Subsequent Application Cost (NRC)	$0.00
Space Preparation – CO Modification - per sq. ft. per month	$0.00
Space Preparation – Common Systems Modification – Cageless – per sq. ft. per month	$0.00
Space Preparation – Common Systems Modification – Caged – per cage - per month	$0.00
Space Construction per 100 sq. ft.	$0.00
Space Construction per add'l 50 sq. ft.	$0.00
Cable Installation Cost per Cable (NRC)	$1,081.43
Floor Space, per sq. ft.	$3.91
Cable Support Structure, per Entrance Cable, per Month	$18.66
Power – Per ampere	$6.79
Power-Per nominal 48V DC amp	$0.00
Co-Carrier Cross-Connect – Cable Support Structure	$17.87
Security Access System Security System Per Premises	$0.00
New Access Card Activation NRC-Per Card	$0.00
Administrative change, existing card NRC-Per Card	$0.00
Replace lost or stolen card NRC-Per Card	$0.00
Space Availability Report Per Premises requested	$0.00
Security Escort, basic – 1st half hour	$24.39

Element Description	Rate
Security Escort, basic – add'l, half hours	$24.39
Security Escort, overtime – 1st half hour	$36.59
Security Escort, overtime – add'l half hours	$36.59
Security Escort, premium – 1st half hour	$36.59
Security Escort, premium – add'l half hours	$36.59
2-Wire Cross Connects, per Month	$0.0865
NRC – 1st	$8.80
NRC – Add'l	$8.80
4-Wire Cross Connects, per Month	$0.1729
NRC – 1st	$17.60
NRC – Add'l	$17.60
DS1 Cross Connects, per Month	$0.9380
NRC – 1st	$47.70
NRC – Add'l	$47.70
DS3 Cross Connects, per Month	$11.94
NRC – 1st	$341.32
NRC – Add'l	$341.32
2-Fiber-Cross Connect per month Recurring	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
4-Fiber-Cross Connect per month Recurring	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Inside CO - Line Splitter – monthly recurring	$0.00
NRC 1st	$0.00
NRC Add'l	$0.00
2-Wire Cross Connect at POT Bay, per Month	$0.0921
4-Wire Cross Connect at POT Bay, per Month	$0.1843
DS1 Cross Connect at POT Bay, per Month	$0.7606
DS3 Cross Connect at POT Bay, per Month	$4.77
2-wire Fiber Cross Connect at POT Bay	$0.00
4-wire Fiber Cross Connect at POT Bay	$0.00

Attachment 1
Table 3

MCIm UNE Loop and Loop Combination Rate Deaveraging. FCC Synthesis Cost model loop cost by wire center. 1/3 of total loops contained in each zone. Zone Weighting percentage applied to statewide average loop and loop combination rates.

State	ILEC	CLLI	Loop	Total Switched Lines	Total Loop cost	Percent of Average	Zone
TN	South Central Bell-Tn	NSVLTNCD	$12.51	2,307	$346,327	51.19%	1
TN	South Central Bell-Tn	NSVLTNUN	$14.23	20,793	$3,550,613	58.23%	1
TN	South Central Bell-Tn	MMPHTNMA	$14.31	36,769	$6,313,973	58.56%	1
TN	South Central Bell-Tn	CHTGTNNS	$15.22	29,229	$5,338,385	62.28%	1
TN	South Central Bell-Tn	NSVLTNMT	$15.23	55,172	$10,083,235	62.32%	1
TN	South Central Bell-Tn	MMPHTNMT	$16.30	42,648	$8,341,949	66.70%	1
TN	South Central Bell-Tn	NSVLTNHH	$16.39	8,074	$1,587,994	67.07%	1
TN	South Central Bell-Tn	MMPHTNEL	$16.89	54,812	$11,109,296	69.11%	1
TN	South Central Bell-Tn	NSVLTNST	$17.09	51,267	$10,513,836	69.93%	1
TN	South Central Bell-Tn	MMPHTNCT	$17.35	52,714	$10,975,055	71.00%	1
TN	South Central Bell-Tn	MMPHTNOA	$17.35	87,728	$18,264,970	71.00%	1
TN	South Central Bell-Tn	MMPHTNST	$17.35	30,134	$6,273,899	71.00%	1
TN	South Central Bell-Tn	NSVLTNAP	$17.53	31,397	$6,604,673	71.73%	1
TN	South Central Bell-Tn	MMPHTNSL	$17.54	60,346	$12,701,626	71.77%	1
TN	South Central Bell-Tn	MMPHTNCK	$17.58	18,254	$3,850,864	71.94%	1
TN	South Central Bell-Tn	KNVLTNBE	$17.75	24,778	$5,277,714	72.63%	1
TN	South Central Bell-Tn	NSVLTNCH	$17.78	60,851	$12,983,169	72.75%	1
TN	South Central Bell-Tn	NSVLTNDO	$17.83	47,806	$10,228,572	72.96%	1
TN	South Central Bell-Tn	NSVLTNMC	$18.11	26,044	$5,659,882	74.11%	1
TN	South Central Bell-Tn	NSVLTNBW	$18.18	34,413	$7,507,540	74.39%	1
TN	South Central Bell-Tn	CHTGTNDT	$18.32	37,138	$8,164,418	74.96%	1
TN	South Central Bell-Tn	NSVLTNIN	$18.45	38,357	$8,492,240	75.50%	1
TN	South Central Bell-Tn	KNVLTNMA	$18.59	68,392	$15,256,887	76.07%	2
TN	South Central Bell-Tn	OKRGTNMT	$18.91	23,684	$5,374,373	77.38%	2
TN	South Central Bell-Tn	MMPHTNBA	$18.99	83,628	$19,057,149	77.71%	2
TN	South Central Bell-Tn	OLHCTNMA	$19.06	7,371	$1,685,895	77.99%	2
TN	South Central Bell-Tn	CHTGTNBR	$19.62	47,648	$11,218,245	80.28%	2
TN	South Central Bell-Tn	GTWSTNSW	$19.68	1,252	$295,672	80.53%	2
TN	South Central Bell-Tn	MMPHTNGT	$20.02	56,501	$13,573,800	81.92%	2
TN	South Central Bell-Tn	NSVLTNBV	$20.29	19,535	$4,756,382	83.03%	2
TN	South Central Bell-Tn	JCSNTNNS	$20.37	18,488	$4,519,207	83.35%	2
TN	South Central Bell-Tn	KNVLTNWH	$20.40	50,427	$12,344,530	83.48%	2
TN	South Central Bell-Tn	CHTGTNRB	$20.54	26,871	$6,623,164	84.05%	2
TN	South Central Bell-Tn	CHTGTNRO	$20.54	27,532	$6,786,087	84.05%	2
TN	South Central Bell-Tn	SMYRTNMA	$20.61	16,952	$4,192,569	84.34%	2
TN	South Central Bell-Tn	HDVLTNMA	$20.73	26,743	$6,652,589	84.83%	2
TN	South Central Bell-Tn	MMPHTNFR	$20.76	26,761	$6,666,700	84.95%	2
TN	South Central Bell-Tn	NSVLTNBH	$20.82	3,187	$796,240	85.19%	2
TN	South Central Bell-Tn	NSVLTNWM	$20.94	20,323	$5,106,763	85.69%	2
TN	South Central Bell-Tn	GDVLTNMA	$21.07	15,136	$3,826,986	86.22%	2
TN	South Central Bell-Tn	KNVLTNFC	$21.50	33,033	$8,522,514	87.98%	2
TN	South Central Bell-Tn	MRBOTNMA	$22.42	54,212	$14,585,196	91.74%	2
TN	South Central Bell-Tn	GTBGTNMT	$23.03	6,481	$1,791,089	94.24%	2
TN	South Central Bell-Tn	CHTGTNSE	$23.08	12,092	$3,349,000	94.44%	2
TN	South Central Bell-Tn	MMPHTNWW	$23.18	20,158	$5,607,149	94.85%	2

TN	South Central Bell-Tn	CLVLTNMA	$23.44	53,947	$15,174,212	95.92%	2
TN	South Central Bell-Tn	CHTGTNMV	$23.64	14,737	$4,180,592	96.73%	2
TN	South Central Bell-Tn	KNVLTNYH	$23.77	29,275	$8,350,401	97.27%	2
TN	South Central Bell-Tn	MAVLTNMA	$23.79	52,071	$14,865,229	97.35%	2
TN	South Central Bell-Tn	TLLHTNMA	$24.06	14,997	$4,329,934	98.45%	2
TN	South Central Bell-Tn	CLEVTNMA	$24.11	46,690	$13,508,351	98.66%	2
TN	South Central Bell-Tn	MRTWTNMA	$24.22	32,958	$9,578,913	99.11%	3
TN	South Central Bell-Tn	CHTGTNSM	$24.25	7,362	$2,142,342	99.23%	3
TN	South Central Bell-Tn	GALLTNMA	$24.45	19,412	$5,695,481	100.05%	3
TN	South Central Bell-Tn	CLTNTNMA	$24.50	13,663	$4,016,922	100.25%	3
TN	South Central Bell-Tn	CRVLTNMA	$24.63	16,758	$4,952,994	100.78%	3
TN	South Central Bell-Tn	MILNTNMA	$24.63	6,548	$1,935,327	100.78%	3
TN	South Central Bell-Tn	FKLNTNCC	$24.70	130	$38,532	101.07%	3
TN	South Central Bell-Tn	CLMATNMA	$24.75	27,403	$8,138,691	101.28%	3
TN	South Central Bell-Tn	FKLNTNMA	$24.78	32,417	$9,639,519	101.40%	3
TN	South Central Bell-Tn	HMBLTNMA	$25.54	8,462	$2,593,434	104.51%	3
TN	South Central Bell-Tn	JCSNTNMA	$26.37	34,549	$10,932,686	107.90%	3
TN	South Central Bell-Tn	DYBGTNMA	$26.53	16,434	$5,231,928	108.56%	3
TN	South Central Bell-Tn	NSVLTNWC	$26.99	10,712	$3,469,403	110.44%	3
TN	South Central Bell-Tn	SPFDTNMA	$27.16	13,487	$4,395,683	111.14%	3
TN	South Central Bell-Tn	SHVLTNMA	$27.25	14,390	$4,705,530	111.51%	3
TN	South Central Bell-Tn	UNCYTNMA	$27.64	9,344	$3,099,218	113.10%	3
TN	South Central Bell-Tn	TRTNTNMA	$27.78	5,096	$1,698,803	113.67%	3
TN	South Central Bell-Tn	LWBGTNMA	$27.90	11,202	$3,750,430	114.17%	3
TN	South Central Bell-Tn	SVVLTNMT	$28.17	26,666	$9,014,175	115.27%	3
TN	South Central Bell-Tn	WHHSTNMA	$28.21	4,754	$1,609,324	115.43%	3
TN	South Central Bell-Tn	JFCYTNMA	$28.90	9,140	$3,169,752	118.26%	3
TN	South Central Bell-Tn	DKSNTNMT	$28.92	13,828	$4,798,869	118.34%	3
TN	South Central Bell-Tn	LNCYTNMA	$29.13	12,179	$4,257,291	119.20%	3
TN	South Central Bell-Tn	LODNTNMA	$29.41	6,632	$2,340,565	120.34%	3
TN	South Central Bell-Tn	CRTHTNMA	$29.92	3,899	$1,399,897	122.43%	3
TN	South Central Bell-Tn	ASCYTNMA	$29.97	7,179	$2,581,856	122.64%	3
TN	South Central Bell-Tn	CHTGTNHT	$30.00	8,790	$3,164,400	122.76%	3
TN	South Central Bell-Tn	SPBGTNMA	$30.19	3,598	$1,303,483	123.54%	3
TN	South Central Bell-Tn	LBNNTNMA	$30.33	25,093	$9,132,848	124.11%	3
TN	South Central Bell-Tn	MNPLTNMA	$30.58	4,309	$1,581,231	125.13%	3
TN	South Central Bell-Tn	WHPITNMA	$30.87	2,874	$1,064,645	126.32%	3
TN	South Central Bell-Tn	FYVLTNMA	$30.91	10,272	$3,810,090	126.48%	3
TN	South Central Bell-Tn	LRBGTNMA	$31.15	13,284	$4,965,559	127.46%	3
TN	South Central Bell-Tn	RKWDTNMA	$31.20	6,145	$2,300,688	127.67%	3
TN	South Central Bell-Tn	LFLTTNMA	$31.28	13,776	$5,170,959	128.00%	3
TN	South Central Bell-Tn	GNBRTNMA	$31.30	4,531	$1,701,844	128.08%	3
TN	South Central Bell-Tn	PTLDTNMA	$31.41	8,120	$3,060,590	128.53%	3
TN	South Central Bell-Tn	ATHNTNMA	$31.45	15,491	$5,846,303	128.69%	3
TN	South Central Bell-Tn	LKCYTNMA	$31.50	2,341	$884,898	128.90%	3
TN	South Central Bell-Tn	HIMNTNMA	$31.78	7,494	$2,857,912	130.04%	3
TN	South Central Bell-Tn	PARSTNMA	$32.10	11,059	$4,259,927	131.35%	3
TN	South Central Bell-Tn	DYTNTNMA	$32.56	8,292	$3,239,850	133.23%	3
TN	South Central Bell-Tn	RPLYTNMA	$32.67	6,678	$2,618,043	133.68%	3
TN	South Central Bell-Tn	OLSPTNMA	$33.51	2,361	$949,405	137.12%	3
TN	South Central Bell-Tn	HHNWTNMA	$33.54	5,815	$2,340,421	137.24%	3
TN	South Central Bell-Tn	CVTNTNMT	$33.59	11,802	$4,757,150	137.45%	3
TN	South Central Bell-Tn	SDDSTNMA	$33.91	8,342	$3,394,527	138.76%	3
TN	South Central Bell-Tn	SWTWTNMT	$34.03	5,856	$2,391,356	139.25%	3
TN	South Central Bell-Tn	MSCTTNMT	$34.29	11,729	$4,826,249	140.31%	3

TN	South Central Bell-Tn	DYERTNMT	$34.32	2,005	$825,739	140.44%	3
TN	South Central Bell-Tn	TPVLTNMA	$34.98	1,737	$729,123	143.14%	3
TN	South Central Bell-Tn	MCKNTNMA	$35.22	4,473	$1,890,469	144.12%	3
TN	South Central Bell-Tn	ETWHTNMT	$35.25	5,294	$2,239,362	144.24%	3
TN	South Central Bell-Tn	DNRGTNMA	$35.38	4,723	$2,005,197	144.77%	3
TN	South Central Bell-Tn	NWPTTNMT	$35.42	13,752	$5,845,150	144.94%	3
TN	South Central Bell-Tn	SANGTNMT	$35.44	2,626	$1,116,785	145.02%	3
TN	South Central Bell-Tn	NRRSTNMA	$35.77	4,143	$1,778,341	146.37%	3
TN	South Central Bell-Tn	WNCHTNMA	$36.09	9,081	$3,932,799	147.68%	3
TN	South Central Bell-Tn	MDVITNMT	$36.24	5,752	$2,501,430	148.29%	3
TN	South Central Bell-Tn	MNCHTNMA	$36.34	9,695	$4,227,796	148.70%	3
TN	South Central Bell-Tn	SVNHTNMT	$36.39	9,540	$4,165,927	148.91%	3
TN	South Central Bell-Tn	WHBLTNMT	$36.87	5,634	$2,492,707	150.87%	3
TN	South Central Bell-Tn	FIVLTNMA	$37.61	1,415	$638,618	153.90%	3
TN	South Central Bell-Tn	KGTNTNMT	$37.67	8,198	$3,705,824	154.14%	3
TN	South Central Bell-Tn	RRVLTNMA	$37.75	7,661	$3,470,433	154.47%	3
TN	South Central Bell-Tn	BWVLTNMA	$37.88	9,071	$4,123,314	155.00%	3
TN	South Central Bell-Tn	NSVLTNAA	$38.06	24	$10,961	155.74%	3
TN	South Central Bell-Tn	TRINTNMA	$38.21	3,957	$1,814,364	156.35%	3
TN	South Central Bell-Tn	ARTNTNMT	$38.52	3,630	$1,677,931	157.62%	3
TN	South Central Bell-Tn	NWBRTNMA	$38.76	2,771	$1,288,848	158.60%	3
TN	South Central Bell-Tn	MYVLTNMA	$39.07	6,132	$2,874,927	159.87%	3
TN	South Central Bell-Tn	TWNSTNMA	$39.22	1,832	$862,212	160.49%	3
TN	South Central Bell-Tn	BLVRTNMA	$39.45	6,841	$3,238,529	161.43%	3
TN	South Central Bell-Tn	LXTNTNMA	$39.48	11,310	$5,358,226	161.55%	3
TN	South Central Bell-Tn	HTVLTNMA	$39.49	2,980	$1,412,162	161.59%	3
TN	South Central Bell-Tn	FRVWTNMT	$39.55	3,880	$1,841,448	161.84%	3
TN	South Central Bell-Tn	GNFDTNMT	$39.69	1,829	$871,116	162.41%	3
TN	South Central Bell-Tn	SEWNTNMW	$39.78	1,177	$561,853	162.78%	3
TN	South Central Bell-Tn	JSPRTNMT	$40.15	4,224	$2,035,123	164.29%	3
TN	South Central Bell-Tn	SPHLTNMT	$42.03	2,938	$1,481,810	171.98%	3
TN	South Central Bell-Tn	PLSKTNMA	$42.56	12,333	$6,298,710	174.15%	3
TN	South Central Bell-Tn	PSVWTNMT	$42.93	3,834	$1,975,123	175.67%	3
TN	South Central Bell-Tn	KNTNTNMA	$43.04	1,176	$607,380	176.12%	3
TN	South Central Bell-Tn	SPCYTNMT	$43.12	4,290	$2,219,818	176.45%	3
TN	South Central Bell-Tn	HNLDTNMA	$45.36	1,094	$595,486	185.61%	3
TN	South Central Bell-Tn	RDGLTNMA	$45.59	1,522	$832,656	186.55%	3
TN	South Central Bell-Tn	CRHLTNCB	$46.01	3,963	$2,188,052	188.27%	3
TN	South Central Bell-Tn	CMDNTNMA	$46.40	5,931	$3,302,381	189.87%	3
TN	South Central Bell-Tn	HNSNTNMT	$46.50	6,143	$3,427,794	190.28%	3
TN	South Central Bell-Tn	SLMRTNMT	$46.95	6,719	$3,785,485	192.12%	3
TN	South Central Bell-Tn	WTTWTNMA	$47.30	1,755	$996,138	193.55%	3
TN	South Central Bell-Tn	WHWLTNMA	$47.59	3,292	$1,879,995	194.74%	3
TN	South Central Bell-Tn	GLSNTNMA	$47.65	1,676	$958,337	194.98%	3
TN	South Central Bell-Tn	BLLSTNMA	$48.53	1,546	$900,329	198.58%	3
TN	South Central Bell-Tn	HNTGTNMA	$48.91	6,478	$3,802,068	200.14%	3
TN	South Central Bell-Tn	MEDNTNMA	$48.97	1,512	$888,512	200.38%	3
TN	South Central Bell-Tn	CLDGTNMA	$49.57	4,835	$2,876,051	202.84%	3
TN	South Central Bell-Tn	SOVLTNMT	$49.79	7,068	$4,222,989	203.74%	3
TN	South Central Bell-Tn	HLLSTNMT	$50.36	3,062	$1,850,428	206.07%	3
TN	South Central Bell-Tn	CRPLTNMA	$50.47	1,712	$1,036,856	206.52%	3
TN	South Central Bell-Tn	TROYTNMT	$50.54	2,578	$1,563,505	206.81%	3
TN	South Central Bell-Tn	WHVLTNMT	$52.03	1,314	$820,409	212.90%	3
TN	South Central Bell-Tn	GRNBTNMA	$52.09	2,667	$1,667,088	213.15%	3
TN	South Central Bell-Tn	JLLCTNMA	$52.31	3,129	$1,964,136	214.05%	3

TN	South Central Bell-Tn	DOVRTNMT	$52.36	4,633	$2,911,007	214.25%	3
TN	South Central Bell-Tn	EAVLTNMA	$52.67	1,154	$729,374	215.52%	3
TN	South Central Bell-Tn	CNVLTNMA	$52.72	5,032	$3,183,444	215.73%	3
TN	South Central Bell-Tn	FRDNTNMA	$52.72	1,731	$1,095,100	215.73%	3
TN	South Central Bell-Tn	SRVLTNMA	$53.03	2,679	$1,704,808	217.00%	3
TN	South Central Bell-Tn	GBSNTNMT	$53.31	767	$490,665	218.14%	3
TN	South Central Bell-Tn	CHTNTNMT	$54.03	4,032	$2,614,188	221.09%	3
TN	South Central Bell-Tn	BNTNTNMT	$54.10	3,095	$2,009,274	221.37%	3
TN	South Central Bell-Tn	CHRLTNMT	$54.58	2,106	$1,379,346	223.34%	3
TN	South Central Bell-Tn	FLVLTNMA	$54.59	2,345	$1,536,163	223.38%	3
TN	South Central Bell-Tn	BLGPTNMA	$55.53	4,340	$2,892,002	227.23%	3
TN	South Central Bell-Tn	WVRLTNMT	$55.98	4,563	$3,065,241	229.07%	3
TN	South Central Bell-Tn	LYLSTNMA	$56.63	3,413	$2,319,338	231.73%	3
TN	South Central Bell-Tn	SMTWTNMA	$56.87	1,324	$903,551	232.71%	3
TN	South Central Bell-Tn	CULKTNMA	$59.37	1,045	$744,500	242.94%	3
TN	South Central Bell-Tn	WRTRTNMT	$59.66	2,151	$1,539,944	244.13%	3
TN	South Central Bell-Tn	CNHMTNMA	$60.94	2,417	$1,767,504	249.36%	3
TN	South Central Bell-Tn	PLMYTNMA	$63.16	1,009	$764,741	258.45%	3
TN	South Central Bell-Tn	DCTRTNMT	$63.28	2,815	$2,137,598	258.94%	3
TN	South Central Bell-Tn	MCWNTNMT	$64.63	1,756	$1,361,883	264.46%	3
TN	South Central Bell-Tn	ACHLTNMT	$65.40	1,784	$1,400,083	267.61%	3
TN	South Central Bell-Tn	BGSNTNMA	$70.81	2,390	$2,030,831	289.75%	3
TN	South Central Bell-Tn	GDJTTNMA	$70.85	1,068	$908,014	289.92%	3
TN	South Central Bell-Tn	HRFRTNMA	$71.78	1,447	$1,246,388	293.72%	3
TN	South Central Bell-Tn	MSCWTNMA	$72.93	1,406	$1,230,475	298.43%	3
TN	South Central Bell-Tn	BTSPTNMA	$73.41	1,921	$1,692,247	300.39%	3
TN	South Central Bell-Tn	MDTNTNMA	$73.51	2,023	$1,784,529	300.80%	3
TN	South Central Bell-Tn	PTBGTNMA	$73.91	1,118	$991,577	302.44%	3
TN	South Central Bell-Tn	SNTFTNMA	$74.71	735	$658,942	305.71%	3
TN	South Central Bell-Tn	HRNBTNMT	$75.97	1,567	$1,428,540	310.87%	3
TN	South Central Bell-Tn	LYBGTNMT	$77.42	1,227	$1,139,932	316.80%	3
TN	South Central Bell-Tn	BLNCTNMT	$77.79	871	$813,061	318.31%	3
TN	South Central Bell-Tn	LYVLTNMA	$80.22	1,002	$964,565	328.26%	3
TN	South Central Bell-Tn	VNLRTNMA	$81.25	841	$819,975	332.47%	3
TN	South Central Bell-Tn	CMCYTNMT	$82.57	762	$755,020	337.87%	3
TN	South Central Bell-Tn	SNVLTNMA	$82.94	2,286	$2,275,210	339.39%	3
TN	South Central Bell-Tn	HNNGTNMA	$83.09	1,261	$1,257,318	340.00%	3
TN	South Central Bell-Tn	HMPSTNMA	$97.19	532	$620,461	397.70%	3
TN	South Central Bell-Tn	WLPTTNMA	$100.47	507	$611,259	411.12%	3
TN	South Central Bell-Tn	TOTAL	$24.44	2,616,920	$767,433,426		

	# Lines	AVG Cost	Percent Weighting
Zone 1	851,031	$17.05	69.79%
Zone 2	878,124	$21.16	86.59%
Zone 3	887,765	$34.76	142.22%

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LOCAL RESALE

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Bold language is in dispute, and is language proposed by MCI unless otherwise indicated by bold underline (BST language). Normal font language is agreed to by the parties.

ATTACHMENT 2

LOCAL RESALE

Section 1. General Terms and Conditions for Resale

1.1 At the request of MCIm, and pursuant to the requirements of the Act, State Commission rulings, and FCC Rules and Regulations in effect, BellSouth shall make available to MCIm for resale any retail Telecommunications Service that BellSouth currently provides or may offer hereafter, including, but not limited to, vertical features and extended area service plans. The retail Telecommunications Services provided by BellSouth to MCIm pursuant to this Agreement are collectively referred to as "Local Resale."

{MCI Language 1.1.1 Local Resale shall include all Telecommunications Services offered by BellSouth to parties other than telecommunications carriers, regardless of the particular tariff or other method by which such Telecommunications Services are offered. For example, Local Resale shall include Telecommunications Services offered in BellSouth's access tariffs and made available to parties other than telecommunications carriers, regardless of whether or not such Telecommunications Services are offered in other tariffs, too.. Local Resale shall be subject only to the limitations and restrictions set forth in this Agreement.}

{BellSouth Language 1.1.1 MCIm may resell the tariffed local exchange and toll Telecommunications Services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff. Local Resale can only be used in the same manner as specified in BellSouth's Tariffs. Local Resale is 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.}

1.2 BellSouth will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on, the resale of its Telecommunications Services.

1.3 Features and Functions available for Resale. For all Telecommunications Services purchased by MCIm for resale as provided herein, BellSouth shall make available to MCIm all functions and features associated with any particular Telecommunications Service to the same extent such functions and features are

made available to BellSouth's retail customers for that particular Telecommunications Service. Such features and functions may include, but shall not be limited to:

(a) Dial tone and ring
(b) Capability for either dial pulse or touch tone recognition
(c) Capability to complete calls to any location
(d) 1+ IntraLATA toll calling
(e) 1+ InterLATA toll calling
(f) CIC ("dial around") dialing (10-10-XXX)

1.4 BellSouth shall provide MCIm advance notice, via Internet posting of price changes and promotions and of discontinuance or grandfathering of services, or features or functions of services available for resale, and introduction of any services or features or functions of services. Such notice shall be the greater of 45 days or the amount provided to BellSouth's own retail sales organization.

1.5 Pursuant to 47 CFR 51.617 (b), any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth from the appropriate interexchange carrier. No such switched access charges are to be assessed to MCIm, unless MCIm is acting as the interexchange carrier.

1.6 Pursuant to 47 CFR Section 51.617 (a), BellSouth will bill MCIm end user common line charges, and the charge for changing the designated primary interexchange carrier, identical to the end user common line charges BellSouth bills its end users. No wholesale discount shall apply to these charges.

1.7 BellSouth will provide MCIm with at least the capability to provide an MCIm subscriber with the same level of service quality as BellSouth provides its own subscribers, subsidiaries, Affiliates, end-users or any third party with respect to all Telecommunications Services.

1.8 The specific business process requirements and OSS interface requirements for Local Resale are set forth in Attachment 8 of this Agreement.

1.9 BellSouth shall make available Telecommunications Services for resale at the wholesale discount set forth in Exhibit A of this Attachment and subject to the exclusions and limitations set forth in Exhibit B to this Attachment. Neither Party, however, waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates or the exclusions and limitations. Both Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or

challenges result in changes in the discount rates or exclusions and limitations, the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

1.10 MCIm may purchase resale services from BellSouth for its own use in operating its business, as long as MCIm orders services through resale interfaces, i. e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Attachment 8 of this Agreement.

1.11 MCIm will be the customer of record for all Local Resale purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from MCIm for all Local Resale.

1.12 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

1.13 Local Resale is furnished subject to the condition that it will not be used for any unlawful purpose.

1.14 The Parties will work cooperatively with each other and with law enforcement agencies to address any unlawful use of service. Any potential or perceived unlawful use of service by an MCIm end user will be referred to MCIm for resolution with the proper authorities.

1.15 BellSouth's Inside Wire Maintenance Service Plan shall be made available for resale to MCIm at the same rates, terms and conditions as BellSouth provides to its own end users and without the wholesale discount.

1.16 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to MCIm in accordance with FCC rules and will be filed in BellSouth's FCC No. 1. This charge will not be discounted.

Section 2. *Provision of Services Available for Resale.*

2.1 MCIm may resell Telecommunications Services subject to Exhibit B of this Attachment and the following:

2.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions (i.e., cross-class selling).

2.1.2 Usage allowances described in BellSouth's Tariffs for any particular service (e.g., by way of example only and not as a limitation, directory assistance free usage allowance) shall not be aggregated by MCIm for more than one end user. Volume discount offerings (e.g., by way of example only and not as a limitation, Watsaver® service) may be aggregated by MCIm for multiple end users.

2.1.3 MCIm shall not resell Telecommunications Services in a geographic area in which MCIm is not authorized by law to provide exchange service or exchange access.

2.2 BellSouth shall ensure that tariff restrictions regarding resale shall be consistent with the orders of the State Commission and FCC orders pertaining to resale.

2.3 Requirements for Specific Services

2.3.2 Lifeline and Link-up. BellSouth shall make available for resale in accordance with Exhibit B to this Attachment and with Commission and FCC rules and regulations Lifeline and Link-up Services on the terms and conditions set forth in BellSouth's applicable tariffs. Such services shall be available to MCIm for resale only to those MCIm subscribers who meet the qualifications as set forth in applicable regulations. BellSouth shall indicate with a USOC on the customer service record if a customer is subscribing to Lifeline or Linkup. MCIm shall comply with all aspects of the FCC's and the Commission's orders and rules implementing Lifeline and Link-up programs. To the extent other Voluntary Federal Subscriber Financial Assistance Programs are offered by BellSouth, such programs shall be offered to MCIm on terms and conditions as required by Applicable Law.

2.3.3 Grandfathered Services. BellSouth shall offer for resale to MCIm all grandfathered services on the same terms and conditions under which such services are offered to BellSouth's retail end users. Such services will be available for resale only to those MCIm subscribers who would be eligible to purchase the service from BellSouth. For purposes of this Attachment, a grandfathered service is a service that BellSouth offers to retail end users who were subscribers of such service at the time the service was grandfathered, but which BellSouth does not make available to new end users or to end users who were not subscribers of such service at the time the service was grandfathered.

2.3.4 N11 Service BellSouth shall make available for resale any new and existing N11 services in accordance with Exhibit B. MCIm shall have the right to resell 911 or E911 services, in accordance with Exhibit B. .

2.3.5 Customer Specific Offerings including Contract Service Arrangements and Other Customer Specific Offerings ("CSAs"). CSAs shall be available for resale, at the same rates, terms and conditions offered to BellSouth's end users, and in accordance with State Commission and FCC Rules and Regulations less the wholesale discount set forth in Exhibit A.

2.3.6 Promotions.

2.3.6.1 For purposes of this Agreement, a BellSouth promotion will be considered "short-term" if: the promotion is offered to subscribers for a period of 90 days or less, and is not used to evade the wholesale rate obligation to MCIm, for example, by offering a sequential series of 90-day or less promotional rates to BellSouth subscribers.

2.3.6.2 BellSouth shall make Telecommunications Services subject to short-term promotions available to MCIm at the short term promotional rate, according to Exhibit B, or the discounted resale rate, according to Exhibit A, at MCIm's option.

2.3.6.3 MCIm shall offer a promotion obtained from BellSouth to customers who would qualify for the promotion if they received it directly from BellSouth; however, MCIm shall otherwise remain free to package and price the resold promotion without restriction. A BellSouth promotion for a particular service shall not limit MCIm's ability to obtain that service at the normal rate less the wholesale discount and resell it without regard to subscribers' eligibility for the promotion.

2.3.6.4 Special assemblies for Telecommunications Services shall be available for resale, at the same terms and conditions offered to BellSouth's end users, and in accordance with State and FCC Rules and Regulations. Special assembly shall be made available for resale at the price of the special assembly less the wholesale discount.

2.3.7 To the extent BellSouth offers, pursuant to its Tariffs, any services the rate for which varies depending upon the volume purchased or the

term for which the subscribers commits to purchase such service, BellSouth shall offer such services on the same terms and conditions to MCIm at the wholesale discount rate specified in Exhibit A to this Attachment.

2.3.8 Pay Phone Service
BellSouth shall make available to MCIm for resale all public telephone access services (pay phone), including all local services, features, and functionalities and with at least the same level of standards as BellSouth provides such services to its affiliates and independent pay telephone providers. Such services shall be made available at discounts as set forth in Exhibit A and subject to the terms of Exhibit B of this Attachment.

2.3.9 Voice Mail Service

2.3.9.1 Where available to BellSouth's end users, BellSouth shall provide the following Telecommunications Services at a discount for use in conjunction with voice mail services:

- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- CF/Busy (Call Forward Busy Line)
- CF/DA (Call Forward Don't Answer)

2.3.9.2 The services listed in BellSouth's Messaging Services Information Package shall be made available for resale without the wholesale discount, on an integrated basis.

2.3.10 Hospitality Service. BellSouth shall provide to MCIm, for resale at the wholesale discount, hospitality lines (e.g., hotel/motel and hospital) with the same features and functions that it provides to its own end users.

2.3.11 BellSouth shall provide for resale all Advanced Intelligent Network ("AIN") services, and all features and functions available with such services, under the same terms and conditions as BellSouth makes them available to its own retail customers.

Section 3. Maintenance of Services:

All maintenance of Services for resale will be done according to the maintenance requirements of Attachment 8 of this Agreement.

Section 4. Establishment of Services:

Establishment of services for resale will be done according to the requirements of Attachment 8 of this Agreement.

Section 5. Payment and Billing Arrangements

Payment and billing arrangements for resale will be done according to the requirements of Attachment 8 of this Agreement. BellSouth will not perform billing and collection services on MCIm's behalf for MCIm's end users as a result of the execution of this Agreement.

Section 6. Discontinuance of Service

Discontinuance of Service to MCIm and MCIm's end users will be subject to the provisions of Attachment 8 of this Agreement.

Section 7. Applicable OSS Rates

Rates applicable to OSS for resale are set forth in Attachment 1 of this Agreement.

EXHIBIT A
Page 1

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by MCIm for the purposes of resale to MCIm end users shall be available at the following discount off of the retail rate.

	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 a CLEC 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 a CLEC provides its own operator services and directory services, the discount shall be 21.56%.

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

Exhibit B
Page 1 of 2

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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 3	Note 3	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[SM] Svc (See Note 4)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9.	*Voice mail/messaging services*	*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.	*End User Line Charge – Number Portability*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

	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 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
4.	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7.	N11 Services	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8.	AdWatch[SM] Svc (See Note 4)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9.	*Voice mail/messaging services*	*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.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.

3. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.

4. AdWatch^{SM} Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

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Attachment 3
NETWORK ELEMENTS

Bold language is in dispute, and is MCI proposed language unless otherwise noted with underlining to indicate BST proposed language. Upright (normal) language is agreed to by the parties.

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2.3.1 MCIm may, at its option, designate any Technically Feasible method of access to demarcation points of unbundled Network Elements, including access to demarcation points currently or previously in use.

2.3.2 MCIm may, at its option, combine, at demarcation points, a Network Element with any other Network Element to the extent technically feasible.

2.4 At MCIm's request, BellSouth shall provide Existing Combinations of Network Elements to MCIm.. Existing Combinations of Network Elements are those that are actually physically connected at the time the order is placed. This includes, but is not limited to, the combination of Network Element Platform or UNE-P and the combination of Loops and Dedicated Transport. The price for these combinations of Network Elements shall be based upon applicable FCC and Commission rules and shall be set forth in Attachment 1 of this Agreement. For Existing Combinations of Network Elements, BellSouth will use its best efforts to ensure that MCIm's ability to provide services will not be disconnected, interrupted, or otherwise modified in order to migrate to MCIm. **At MCIm's request, BellSouth shall provide Typical Combinations of Network Elements to MCIm. Typical Combinations are those that are ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, MCIm may order Typical Combinations of Network Elements, even if the particular Network Elements being ordered are not actually physically connected at the time the order is placed.**

2.4.1 BellSouth's provision of Existing Combinations **and Typical Combinations** of Loop/Dedicated Transport must comply with the following requirements:

2.4.1.1 The Loop/Dedicated Transport combination must provide completed end-to-end Cross Connection of the channels designated by MCIm.

2.4.1.2The Loop/Dedicated Transport combination must provide multiplexing and/or concentration, format conversion, signaling conversion, and through-testing capabilities consistent with the underlying capabilities of the equipment deployed in the BellSouth network.

2.4.2 With respect to the Loop/Dedicated Transport combination, MCIm will be responsible for all Channel Facility Assignment (CFA).

2.4.3 The Loop/Dedicated Transport combination may utilize either multiplexing concentration or digital Cross Connection technology without

requiring MCIm to collocate at all serving wire centers or at particular BellSouth serving wire centers. Types of these combinations include, but are not limited to, combinations of DS1 Transport and DS0 Loops and DS3 Transport and DS1 Loops.

2.4.5 BellSouth will not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any Network Element or combinations of Network Elements.

2.4.6 Unless requested by MCIm, BellSouth will not separate Existing Combinations.

2.5 For each Network Element, BellSouth shall provide (i) a Demarcation Point (e.g., at a {BST LanguageCollocation Arrangement} {MCIm Language Digital Signal Cross Connect, Light Guide Cross Connect/Light Distribution frame panel or a Main Distribution Frame, or other Technically Feasible locations)} and (ii) if necessary, access to the Demarcation Point; such Demarcation Point being agreeable to MCIm. BellSouth shall not require that a Demarcation Point exist between Network Elements in Typical Combinations and Existing Combinations.

2.6 Subject to Section 1.4.1 of Attachment 1 of this Agreement, with respect to individual Network Elements described in this Attachment, charges in Attachment I are inclusive and no other charges apply. BellSouth and MCIm agree to attempt in good faith to resolve any alleged errors or omissions in Attachment I.

2.7 This Attachment 3 describes the unbundled Network Elements which BellSouth shall provide to MCIm in accordance with FCC Rules as of the Effective Date of this Agreement:

Loop
Subloop elements
Network Interface Device
Local Circuit Switching (subject to FCC Rules and this Attachment)
Packet Switching (subject to FCC Rules and this Attachment)
Interoffice Transmission Facilities

- Shared Transport
- Dedicated Transport

Signaling and Call Related Databases

- Signaling Link Transport
- Signaling Transfer Points
- AIN Platform and Architecture

Tandem Switching

Dark Fiber
Loop Concentrator/

2.8 In addition to the unbundled Network Elements set forth above, BellSouth shall provide to MCIm the following Network Elements, in accordance with FCC Rules, that are described in Attachment 9 of this Agreement:

Operator Services (subject to FCC Rules)
E911/911
Directory Assistance (subject to FCC Rules)

2.9 In addition to Network Elements described in Sections 2.7-2.8, MCIm may request Network Elements in accordance with the bona fide request process described in Part A of this Agreement. Additionally, if BellSouth provides any Network Element that is not identified in this Agreement, to any other telecommunications carrier, BellSouth shall make available the same Network Element to MCIm on rates, terms and conditions no less favorable to MCIm than those provided to such other telecommunications carrier.

2.11 BellSouth shall offer each Network Element individually and, at MCIm's request, will combine Network Elements that are not currently combined. BellSouth shall not require MCIm to combine Network Elements. BellSouth shall not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any Network Element or combination. Charges for combinations and combining Network Elements are set forth in Attachment 1, and are inclusive and no other charges apply. BellSouth and MCIm agree to attempt in good faith to resolve any alleged errors or omissions in Attachment 1.

2.12 {MCIm Language} When MCIm uses an unbundled Network Element, or a combination of unbundled Network Elements, BellSouth shall charge MCIm only for those Network Elements ordered and used by MCIm. Any other portions of BellSouth's network used for MCIm traffic may be subject to charges to MCIm under Attachment 4 of this Agreement, if applicable. To the extent MCIm orders and uses BellSouth's Network Elements, those Network Elements shall be considered to be part of MCIm's network for the purpose of calculating charges for reciprocal compensation and switched access under Attachment 4 of this Agreement.

2.12.1 As an example of Section 2.12, above, if MCIm orders local switching and loop as unbundled Network Elements, BellSouth shall charge MCIm the appropriate charges set forth in Attachment 1 of this Agreement for the local switching and loop. Any other portions of

BellSouth's network used to carry MCIm's traffic (e.g., transport and tandem switching) may entitle BellSouth to charge MCIm for those portions, as applicable, under Attachment 4 of this Agreement. In this example, the local switching and loop shall be considered part of MCIm's network for the calculation of reciprocal compensation and switched access, as applicable, under Attachment 4 of this Agreement.

Section 3. Standards for Network Elements

3.1 Each unbundled Network Element shall be furnished at a service level at least equal to the requirements set forth in the technical references referenced in Appendix 1 of this Attachment, as well as any performance or other requirements, identified herein. In the event Telcordia (formerly Bell Communications Research, Inc. ("Bellcore")), or industry standard (e.g., American National Standards Institute ("ANSI") technical reference or a more recent version of such reference sets forth a different requirement, MCIm and BellSouth may agree, where Technically Feasible, that such standard shall apply.

3.2 If one or more of the requirements set forth in this Agreement with respect to BellSouth's obligations to MCIm are in conflict, MCIm and BellSouth shall agree which requirements shall apply.

3.3 BellSouth shall provide each unbundled Network Element to MCIm at Parity and on a nondiscriminatory basis.

3.3.1 BellSouth shall provide to MCIm, upon request, engineering, design, performance and other network data sufficient for MCIm to determine that the requirements of this Section 3 are being met. In the event that such data indicates that the requirements of this Section 3 are not being met, BellSouth shall, within ten (10) days, use its best efforts to cure any design, performance or other deficiency, or, if the failure is not susceptible to cure within ten (10) days shall commence and continue its best efforts to correct such failure as soon as possible, and provide new data sufficient for MCIm to determine that such deficiencies have been cured.

3.3.2 BellSouth agrees to work cooperatively with MCIm to provide Network Elements that will meet MCIm's needs in providing Telecommunications Services to its subscribers, to the extent the services provided by MCIm are compatible with the type of Network Elements purchased by MCIm.

3.4 Unless otherwise requested by MCIm, each unbundled Network Element and the connections between unbundled Network Elements provided by BellSouth to MCIm shall be made available to MCIm at the same priority as

BellSouth provides to itself, BellSouth's own subscribers, to a BellSouth Affiliate or to any other telecommunications carrier.

3.5 BellSouth shall provide MCIm with Network Elements (including combinations as described in this Attachment) in compliance with the performance standards set forth in Attachment 10 of this Agreement.

3.6 BellSouth shall provide MCIm with the reporting associated with Network Elements (including combinations as described in this Attachment) as set forth in Attachment 10 of this Agreement.

3.7 Technical and interface requirements are detailed in Appendix 1.

Section 4. Loop

4.1 Definition of Loop. A transmission facility between a distribution frame (or its equivalent) in BellSouth's Central Office and the Loop Demarcation Point (marking the end of BellSouth's control of the Loop) at an End-User Customer premises, including inside wire owned by BellSouth. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity Loops.

4.1.1 {BST Language} If a requested loop type is not available at a location requested by MCIm and cannot be made available by loop conditioning, then MCIm can use the Special Construction process to determine additional costs required to provide the loop type ordered.

4.2 {BST Language} The provisioning of service to MCIm 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 a separate element and are not considered a part of the loop.

4.3 BellSouth Order Coordination referenced in this Attachment includes two types: "Order Coordination" and "Order Coordination - Time Specific."

4.3.1 "Order Coordination" refers to standard BellSouth service order coordination which is included in the price of SL2 voice loops and all digital loops. Order coordination is available as a chargeable option for unbundled copper loops. Order coordination

for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and MCIm advised. The Parties will work cooperatively to schedule the physical conversion at a time mutually acceptable to both Parties. Where scheduling conflicts exist, the Parties will cooperate to resolve the conflicts. If BellSouth cannot accommodate MCIm's schedule, MCIm may submit a supplemental order requesting a later due date. On the new due date, the cooperative scheduling process will be repeated.

4.3.2 "Order Coordination – Time Specific" refers to service order coordination in which MCIm requests a specific time for a service order conversion to take place. This is a chargeable option, per LSR, for any coordinated order of SL2 and digital loops and is billed in addition to any applicable order coordination charges. MCIm may specify any date and time for order coordination – time specific conversions. If the time specified by MCIm requires BellSouth technicians to work outside of the normal provisioning times specified in Section 3.2.2.3 of Attachment 8, overtime charges may apply in addition to any applicable order coordination and order coordination – time specific charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

4.5 If MCIm modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, MCIm shall reimburse BellSouth for any costs incurred by BellSouth to provision the original order that would not have been incurred to provision the modified order .

4.6 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

4.6.1 SL1 loops will be non-designed, will not have remote test points added, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. SL1 loops use a mechanized coordinated conversion process, for which no additional charge applies to MCIm. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If MCIm requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to

perform the work, overtime hours worked and any special circumstances.

4.6.2 SL2 loops shall have remote test points added, will be designed with a design layout record provided to MCIm, and will be provided with order coordination, at no additional charge to MCIm.

4.8 In addition to the UVLs , 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 at 1300 ohms or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft, at 2800 ohms or less) will be used when MCIm 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.

4.9 The UCL will be a designed circuit, provisioned with a remote test point added and will come standard with a DLR.

4.10 The UCL is a dry cooper loop and is not intended to support any particular Telecommunications Service. MCIm will determine the type of service that will be provided over the loop.

4.12 The UCL loop shall be provided to MCIm in accordance with the technical references in Appendix 1 of this Attachment.

4.14 MCIm will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

4.1.1 BellSouth shall provide Loops to MCIm for MCIm's exclusive use; provided, however, that BellSouth shall also make available to MCIm loop capabilities through spectrum sharing. BellSouth will not charge MCIm a loop charge when spectrum sharing.

4.1.1.1 BellSouth will provide for the Splitting or combining the POTS channel from/to a DSL line at the rates set forth in

Attachment 1 of this Agreement; BellSouth will provide the DSL Modem; BellSouth will, as required by MCIm, provide the DSLAM functions or provide a 2-wire or 4-wire DSL copper twisted pair interface for MCIm at the central office.

Section 14. Line Sharing

14.1 Definition. Line Sharing is access to the high frequency portion of the loop. High frequency is the range above voiceband on the cooper facility being used to carry analog traffic.

14.1.1 BellSouth shall provide MCIm nondiscriminatory access to line sharing for the provision of telecommunications service.

14.1.2 BellSouth shall only provide MCIm with access to the high frequency portion of the loop where BellSouth is providing, and continues to provide, analog circuit-switched voiceband services on the particular loop for which MCIm seeks access

14.1.3 Where BellSouth maintains control over the loop and splitter equipment and functions, BellSouth shall provide to MCIm loop and splitter functionality that is compatible with any transmission technology that the requesting carrier seeks to deploy using the high frequency portion of the loop.

14.1.4 BellSouth must condition loops to enable MCIm access the high frequency portion of the loop spectrum.

14.1.5 Where conditioning the loop will significantly degrade the voiceband services that BellSouth is currently providing over that loop, BellSouth must either:

14.1.5.1 locate another loop that has been or can be conditioned, migrate the BellSouth voiceband service to that loop, and provide MCIm with access to the high frequency portion of the alternative loop

14.1.5.2 make a showing to the relevant state commission that the original loop cannot be conditioned without significantly degrading voiceband services on that loop, and that there is no adjacent or alternative loop available that can be conditioned or to which the customer's voiceband service can be moved to enable line sharing.

14.1.5.3 If the relevant state commission concludes that a loop cannot be conditioned without significantly degrading the voiceband

service, BellSouth cannot then or subsequently condition the loop to provide advanced services to its own customers without first making available to any requesting carrier the high frequency portion of the newly conditioned loop.

14.1.6 BellSouth must provide to MCIm unbundled access to the high frequency portion of the loop at the remote terminal as well as the central office.

14.1.7 BellSouth must provide on a nondiscriminatory basis, physical loop test access points to MCIm at the splitter, through a cross-connection to BellSouth's collocation space, or through a standardized interface, such as the intermediate distribution frame or a test access server, for the purposes of loop testing, maintenance and repair activities.

14.1.8 If BellSouth seeks to utilize an alternative physical access methodology BellSouth must request approval to do so from the relevant state commission, but must show proposed alternative method is reasonable, nondiscriminatory, and will not disadvantage a requesting carrier's ability to perform loop or service testing, maintenance or repair.

4.2 Digital Subscriber Line Loops

BellSouth shall provide Digital Subscriber Line ("DSL") Capable Loops. A DSL Capable Loop is a copper Loop that allows for the transmission of signals using DSL technologies. This type of Loop can be 2-wire or 4- wire. This type of Loop must be non-loaded and comply with ANSI carrier serving area ("CSA") standards for bridge taps and gauges. In addition, at MCIm's request, BellSouth shall provide DSL Capable Loops using Revised Resistance Design standards.

4.2.1 " Digital Subscriber Line" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper loops either in addition to or instead of normal analog voice service. BellSouth shall allow MCIm to provide any form of DSL service that complies with industry standards, including but not limited to the following types of digital subscriber line services, whether or not BellSouth offers Advanced Services to the Customer on a particular Loop:

4.2.1.1 "ADSL" or "ASYMMETRIC DIGITAL SUBSCRIBER LINE" is a Passband digital loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the central office to the end-user customer) and up to 1 Mbps digital

signal upstream (from the end-user customer to the central office) over one copper pair.

4.2.1.2 "RADSL" or "RATE ADAPTIVE DIGITAL SUBSCRIBER LINE" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.

4.2.1.3 "HDSL" or "HIGH-DATA RATE DIGITAL SUBSCRIBER LINE" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.

4.2.1.4 "HDSL2" or "HIGH-DATA RATE DIGITAL SUBSCRIBER LINE 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

4.2.1.5 "IDSL" or "ISDN DIGITAL SUBSCRIBER LINE" is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

4.2.1.6 "SDSL" or " SYMMETRIC DIGITAL SUBSCRIBER LINE" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160kbps to 2.048 Mbps on a single pair.

4.2.1.7 "VDSL" or "VERY HIGH SPEED DIGITAL SUBSCRIBER LINE" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the end-user customer) and up to 2.3 Mbps digital signal upstream (from the end-user customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combinations.

4.2.1.8 "SPLITTERLESS ADSL" means the ITU-T Recommendation G.922.2 version of DMT where it is also referred to as DSL-lite, ADSL-lite, and plug and play DSL. Splitterless ADSL eliminates a splitter at the End User premises, but may still require a splitter at the DSLAM.

4.2.2 Integrated Digital Loop Carrier. Where BellSouth uses Integrated Digital Loop Carrier ("IDLC") to provide the local loop, BellSouth shall make the local loop available to MCIm in one of the ways listed in Sections 4.2.2.1 through 4.2.2.4, where available:

4.2.2.1 moving the loops to Digital Loop Carrier that is not integrated;

4.2.2.2 provide side door porting through the switch;

4.2.2.3 provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch); or

4.2.2.4 Removal of circuit from IDLC system onto all copper facilities to the main distribution frame.

4.2.2.5 BellSouth shall not charge MCIm any additional rates for the moving of Loops .

4.2.2.6 If the options listed in 4.2.2.1 through 4.2.2.4 are not available, BellSouth shall utilize its special construction process to determine the additional costs required to provide one of those options, or to construct the copper plant necessary to provide the loop.

4.2.3 When Loops are provided over an IDLC system, BellSouth shall permit MCIm, at MCIm's discretion, and in accordance with FCC rules, the ability to collocate DSLAM or other DSL equipment at the Remote Terminal, is space exists, where the copper portion of the IDLC-provided Loop terminates, as provided in Section 1 of Attachment 5.

4.2.4 The following sections pertain to the provisioning of DSL Capable Loops.

4.2.4.2 Provisioning and Installation of DSL Capable Loops. BellSouth shall provision and install DSL Capable Loops within the same time frames as designed analog Loops.

4.2.4.3 Loop Qualification Process. In accordance with Applicable Law, BellSouth shall make Loop qualification information, including, but not limited to, Loop length, bridge tap length and location, gauge size and changes, and the presence of loading coils, available to MCIm via mutually agreeable OSS interfaces at rates to be developed in accordance with Attachment 1. BellSouth must provide this detailed Loop qualification information to MCIm prior to the ordering of Loops.

4.2.4.4 Conditioning. At MCIm's request, BellSouth shall condition Loops at the rates set forth on Attachment 1 of this Agreement as Unbundled Loop Modification (ULM). Conditioning means 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.

4.2.4.5 Access to NIDs. BellSouth shall permit MCIm to access the NID at the customer premises as required for MCIm's deployment of DSL Services.

4.2.4.7 Spectral Compatibility. BellSouth shall not unilaterally determine which Advanced Services technologies MCIm may deploy, nor will BellSouth have unfettered control over spectrum management standards and practices. The Parties shall employ a Spectral Compatibility process to minimize interference and crosstalk, and to manage the deployment of Advanced Services in the network. This process will be employed in a competitively neutral manner between BellSouth's retail service offering and MCIm's or any third party's service offerings, to allow the widest possible deployment of DSL services and other Advanced Services.

4.2.4.7.1 Spectral Compatibility Standards. The Parties shall use spectral compatibility standards, as they become defined by industry standards bodies, such as the T1E1.4 working group of the ANSI, to minimize interference and crosstalk.

4.2.4.7.2 Advanced Services Acceptable for Deployment. Any DSL services and other Advanced Services technologies that comply with existing and future industry standards are presumed acceptable for deployment. Any DSL services and other Advanced Services technologies which have been or are successfully deployed by any carrier without significantly degrading the performance of other services, or have been approved by the FCC, or any state commission, or an industry standards body, are presumed acceptable for deployment.

4.2.4.8 Spectrum Management. The Parties shall use spectrum management to manage the deployment of DSL services and other Advanced Services in the network.

4.2.4.8.1 Spectrum Management Procedures. If BellSouth has pre-existing spectrum management procedures, BellSouth shall provide MCIm a copy of these procedures no later than thirty (30) days after the Effective Date. In the event ILEC has no pre-existing procedures then, no later than thirty (30) days after MCIm's written request, BellSouth and MCIm shall begin development of spectrum management procedures and policies. These spectrum management procedures should comply with national standards and Applicable Law. If the development of these procedures is not completed within six (6) months after MCIm's written request to develop these procedures, BellSouth and MCIm will jointly seek expedited resolution by the Commission/Board of all remaining issues.

4.2.4.8.2 Binder Group Management. Assignment of DSL services and other Advanced Services shall be on a nondiscriminatory basis within and among Binder Groups; provided that no assignment of DSL services and other Advanced Services requested by MCIm will be made to a Binder Group containing AMI T1s without the prior written consent of MCIm. BellSouth shall discontinue the deployment of AM1 T1s and replace them, at no additional cost to MCIm, with non-interfering technologies. BellSouth shall effectively manage AM1 T1 systems to provide the maximum number of Binders Groups for DSL services and other Advanced Services deployment while AM1 T1 systems are migrated to non-interfering technologies. BellSouth shall not assign AMI T1s to Binder Groups containing other non-interfering technologies. As newer copper technologies that cause less interference are developed, BellSouth shall develop a plan to migrate to these newer technologies.

4.2.4.8.3 Elimination of Interfering Technologies. After the Effective Date, BellSouth: (i) may not add or deploy new AMI T1s (or their equivalent); (ii) must begin to remove and phase out the use of existing Disturbers; and (iii) must remove existing AM1 T1s when they are in conflict with the deployment of DSL services and other

Advanced Services by MCIm. Assignments or rearrangements to designated Binder Groups will be made so that the fill rate of the Binder Groups reflects the industry standards for such services. BellSouth may not deny any request for DSL services and other Advanced Services due to spectral interference unless all AM1 T1s have been assigned or rearranged to designated Binder Groups and the Binder Groups reflect efficient fill rates.

4.2.4.9 **Denial of DSL Services and Other Advanced Services**

4.2.4.9.1 BellSouth shall not deny MCIm's request to deploy DSL services and other Advanced Services unless it demonstrates to the Commission/Board that deployment of the particular technology will significantly degrade the performance of other DSL services and other Advanced Services or traditional voice band services. BellSouth must make this demonstration using quantifiable data and information.

4.2.4.9.2 If BellSouth rejects an MCIm request for the provision of DSL services and other Advanced Services, BellSouth shall (i) disclose all information related to the rejection; (ii) provide MCIm in writing with the specific reason for the rejection; and (iii) disclose the number of Loops using DSL services and other Advanced Services technology within a Binder Group and the type of technology deployed on those Loops and, (iv) provide information on the entire cable assignment.

4.2.4.9.3 If BellSouth claims a service is significantly degrading the performance of other DSL services or other Advanced Services or traditional voice band services, BellSouth shall notify MCIm and allow MCIm a reasonable opportunity to correct the problem. Any claims by BellSouth of network harm must be supported with specific and verifiable supporting information.

4.2.4.10 Testing. BellSouth shall test each DSL Capable Loop using the same tests that BellSouth uses to test Loops for itself, its Customers, subsidiaries, or Affiliates, or any third party.

4.3 Central Office IDLC for Access to Loops. BellSouth shall provide, at MCIm's request, shared GR303-equipped IDLC equipment in BellSouth's central offices for purposes of MCIm's access to unbundled Loops. The GR303-equipped IDLC equipment will be capable of:

4.3.1 Performing electronic Cross Connection of the Loop to interoffice Transport (Dedicated or Shared) provided by either BellSouth, MCIm, or another Carrier;

4.3.2 Concentrating Loops onto transport at concentration ratios specified by MCIm; and

4.3.3 Multi-hosting among MCIm and other Carriers or BellSouth.

4.4 Central Office Connections. As specified by MCIm, BellSouth shall provide all necessary or appropriate connections within its central offices or wire centers, at any applicable rates set forth in Attachment 1, including, but not limited to:

4.4.1 between the central office Demarcation Point of the Loop (e.g., distribution frame or its equivalent), and:

4.4.1.1 MCIm's collocation arrangement; or

4.4.1.2 Digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree; or

4.4.1.3 Other unbundled Network Elements; or

4.4.1.4 Third party collocation arrangement; and

4.4.2 Between digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree or other unbundled Network Elements and:

4.4.2.1 MCIm's collocation arrangement; or

4.4.2.2 digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree; or

4.4.2.3 Other unbundled Network Elements; or

4.4.2.4 Third party collocation arrangements.

4.5 Definition of Subloop. Any portion of the Loop that is Technically Feasible to access at terminals in BellSouth's outside plant, including inside wire owned by BellSouth. 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, the minimum point of entry, the single point of Interconnection, the main distribution frame, the Remote Terminal, and the Feeder Distribution Interface.

4.5.1 Loop Feeder

4.5.1.1 Definition.

4.5.1.1.1 The Loop Feeder provides connectivity between (1) a Feeder Distribution Interface (FDI) associated with Loop Distribution and a termination point appropriate for the media in a Central Office, or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a Central Office. **{MCIm Language BellSouth shall provide a Demarcation Point for the FDI that will provide MCIm access to the FDI and the ability to connect MCIm's loop distribution element to the FDI.}** **{BST language BellSouth shall provide MCIm physical access to the FDI, and the right to connect, the Loop Feeder to the FD}I**.

4.5.1.1.2 The physical medium of the Loop Feeder may be copper twisted pair, or single or multi-mode fiber or other technologies that BellSouth may deploy.

4.5.1.2 Requirements for Loop Feeder

4.5.1.2.1 The Loop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, optical signals or analog radio frequency signals as appropriate for the Loop Feeder medium used.

4.5.1.2.2 BellSouth shall provide appropriate power for all active elements in the Loop 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 Remote Terminal (RT).

4.5.1.2.3 BellSouth shall identify technically feasible Demarcation Point(s) to the FDI that will allow MCIm to select where it accesses the FDI, and to provide the ability to connect MCIm's or a third Party's equipment or facilities to the FDI. **BellSouth shall not introduce any intermediate devices for the purpose of MCIm's connection to the FDI, unless agreed to by MCIm.**

4.5.1.3 Additional Requirements - Special Copper Loop Feeder Medium. Where the Loop Feeder is existing copper twisted pair, MCIm may require BellSouth to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (e.g., filters, loading coils, and range extenders), so that MCIm can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment. BellSouth ULM will be used to perform these activities at the rates set forth in Attachment 1 of this Agreement. Where there is no existing copper twisted pair Loop Feeder, MCI may require BellSouth to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (e.g., filters, loading coils, and range extenders), so that MCIm can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment. BellSouth's special construction process will be used to determine costs.

4.5.1.4 Additional Technical Requirements - DS1 Conditioned Loop Feeder. Where available in BellSouth's network, MCIm may request Loop Feeder that will support a DS1 signal. If conditioning is required, then MCIm will use the ULM process at the rates set forth in Attachment 1 of this Agreement.

4.5.1.5 Additional Technical Requirements - Optical Loop Feeder. MCIm may designate that the Loop Feeder will transport DS3 and OCn (where n is defined pursuant to the applicable technical reference in Appendix 1).

4.5.1.6 The Loop Feeder will be terminated within a BellSouth central office will be as follows:

4.5.1.6.1 Copper twisted pairs shall terminate on the MDF;

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

4.5.1.6.3 Fiber Optic cable shall terminate on a LGX.

4.6 Distribution

4.6.1 Definition: **{BELLSOUTH Language Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. }**

{MCIm Language "Distribution" provides connectivity between the NID component of Loop Distribution and the terminal block on the End User-side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the Distribution and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and an ILEC central office. There are three basic types of feeder-distribution connection: (i) multiple (splicing of multiple distribution pairs onto one feeder pair); (ii) dedicated ("home run"); and (iii) interfaced ("cross-connected"). While older plant uses multiple and dedicated approaches, newer plant and all plant that uses IDLC or other pair-gain technology necessarily uses the interfaced approach. The feeder-distribution interface (FDI) in the interfaced design makes use of a manual cross-connection, typically housed inside an outside plant device ("green box") or in a vault or manhole.

The Distribution may be copper twisted pair, coax cable, single or multi-mode fiber optic cable or other technologies. A combination that includes two or more of these media is also possible. In certain cases, MCIm shall require a copper twisted pair Distribution even in instances where the Distribution for services that BellSouth offers is other than a copper facility}.

4.6.2 Requirements - Distribution BellSouth shall provide MCIm with Distribution that satisfies the following requirements:

4.6.2.1 Distribution must be capable of carrying signals for the following services (as requested by MCIm):

4.6.2.1.1 Two-wire & four-wire analog voice grade Loops;

4.6.2.1.2 Two-wire & four-wire facilities that are capable of transmitting the digital signals needed to provide services such as ISDN, DSL and DS1-level signals.

4.6.2.2 Distribution must be capable of carrying all signaling messages or tones appropriate for the distribution medium used. Where the Distribution includes any active elements that terminate any of the signaling messages or tones, these messages or tones must be reproduced by the Distribution at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.

4.6.2.3 Distribution facilities shall support functions associated with provisioning, maintenance and testing of the unbundled sub-loop.
4.6.2.4 Where technically feasible, Distribution must support performance monitoring, provided by MCIm

4.6.2.5 {BELLSOUTH Language For access to the subloop element at a BellSouth cross-box located in the field, MCIm would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide connectivity to MCIm's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. MCIm's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested Distribution will be connected. MCIm's cable pairs can then be connected to the Distribution pairs on this cross-connect panel by the BellSouth technician.}

4.6.2.6 BellSouth shall offer, Distribution together with, and separately from, the NID component of Distribution.

4.6.3 Additional Requirements - Special Copper Distribution

In addition to Distribution that supports the requirements in Section 4.6.2 above, MCIm may request Distribution to be copper twisted pair which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders) so that MCIm can use the Distribution for a variety of services by attaching appropriate terminal equipment at the ends. For the removal of intervening equipment at MCIm's request, MCIm will use the ULM process at the rates set forth in Attachment 1.

4.6.4 Additional Requirements for Fiber Distribution

Fiber optic cable Distribution shall be capable of transmitting signals for the following services in addition to the ones under Section 4.6.2 above:

4.6.4.1 DS3 rate service;

4.6.4.2 Optical SONET OCn rate (where n is defined in the technical reference in Appendix 1; and

4.6.4.3 Analog Radio Frequency based services

4.6.4.4 Additional Requirements for Coaxial Cable Distribution

Coaxial Cable (coax) Distribution shall be capable of transmitting signals for the following services in addition to the ones under Section 4.5.2 above:

4.6.4.5 Broadband data, either one way or bi-directional, symmetric or asymmetric, at rates between 1.5 Mb/s and 45 Mb/s; and

4.6.4.6 Analog Radio Frequency based services.

4.6.6 Interface Requirements

4.6.6.2 Distribution shall be equal to or better than each of the applicable interface requirements set forth in the technical references provided in Appendix 1.

4.7 Network Interface Device

4.7.1 Definition:

4.7.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network Demarcation Point between a carrier and its subscriber. The NID features two independent chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the subscriber each make their connections.

4.7.2 With respect to multiple-line termination devices, if MCIm requests BellSouth to install the NID, MCIm shall specify the quantity of NID connections it requires within such device.

4.7.3 Figure 1 shows an example of one type of a NID.

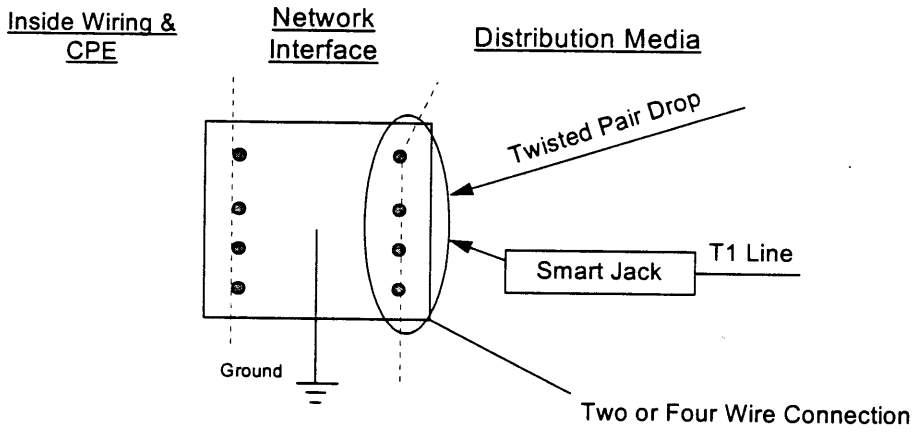


Figure 1 - Network Interface Device

4.7.4 Technical Requirements

4.7.4.1 The BellSouth Network Interface Device shall provide a clean, accessible point of connection for the inside wiring for MCIm's Distribution Media via MCIm's NID and shall maintain a connection to ground that meets the requirements set forth below.

4.7.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring for MCIm's Distribution Media via MCIm's NID.

4.7.4.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire shall be free of rust or corrosion and have continuity relative to ground.

4.7.4.4 The NID shall be capable of withstanding all normal local environmental variations.

4.7.4.5 The NID shall be physically accessible to MCIm designated personnel. In cases where entrance to the subscriber premises is

required to give access to the NID, MCIm shall obtain entrance permission directly from the subscriber.

4.7.4.6 BellSouth shall offer the NID together with, and separately from the Distribution Media component of Loop Distribution.

4.7.4.6.1 MCIm may connect its NID to the customer interface of BellSouth's NID.

4.7.5 Interface Requirements - Network Interface Device

4.7.5.1 Where deployed the NID will be the interface to End Users' premises wiring for all Loop technologies.

4.7.5.2 Responsibilities of The Parties for Conditions of Access And Attachment To NIDs. BellSouth shall allow MCIm to directly connect MCIm's Distribution Media to a BellSouth NID either by using excess capacity on the NID or, if no excess capacity exists, and where ordered by the Commission, direct connection would involve disconnecting BellSouth's Distribution Media and attaching MCIm's Distribution Media to the NID. Where MCIm disconnects BellSouth's Distribution Media, MCIm shall ground BellSouth's Distribution Media and maintain the ground in accordance with standard industry practices. In the event an MCIm customer reverts to BellSouth, BellSouth shall disconnect MCIm's Distribution Media only under these same terms and conditions. MCIm shall assume responsibility and shall bear the burden of properly grounding the loop after disconnection and maintaining same in proper order and safety. MCIm shall assume full liability for its actions and for any adverse consequences that could result. MCIm's responsibility and assumption of liability shall be the same for NIDs used in business settings which are similar to residential service NIDs, as for NIDs used for residential service.

4.8 Loop Concentrator

4.8.1 Definition. The Loop Concentrator is the Network Element that does one or more of the following:

(a) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);
(b) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);
(c) aggregates a specified number of signals or channels to fewer channels (concentrating);

(d) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or
(e) in some instances performs electrical to optical (E/O) conversion.

4.8.1.1 The Loop Concentrator function may be provided through an Digital Loop Carrier (DLC) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

4.8.2 Technical Requirements - Loop Concentrator. BellSouth shall provide MCIm with Loop Concentrators that satisfy the following requirements:

4.8.2.1 The Loop Concentrator must be capable of performing its functions on the signals for the following services, including, but not limited to, (as needed by MCIm to provide end-to-end service capability to its subscriber.):

4.8.2.1.1 two-wire & four-wire analog voice grade Loops;

4.8.2.1.2 two-wire & four-wire Loops that are capable of transmitting the digital signals needed to provide services such as ISDN, and DS1-level signals;

4.8.2.1.3 four-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where n < 24);

4.8.2.1.4 DSL and DS3 rate, where available;

4.8.2.1.5 .

4.8.2.2 The Loop Concentrator must perform the following functions as appropriate:

4.8.2.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals;

4.8.2.2.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (e.g., DS0, DS1 and DS3 where available) for transport through the Loop Feeder facilities; and

4.8.2.2.3 Concentration of end-user signals onto fewer channels of a Loop Feeder. (The concentration ratio to be specified by MCIm).

4.8.2.3 BellSouth shall provide power for the Loop Concentrator , 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. Such power shall also adhere to the requirements stated herein.

4.8.2.4 The Loop Concentrator shall be provided to MCIm in accordance with the Technical References provided in Appendix 1.

4.8.3 Requirements - Intelligent Loop Concentrator/ Multiplexer. BellSouth shall provide MCIm with Intelligent Loop Concentrator/Multiplexers that satisfy the following requirements:

4.8.3.1 The Intelligent Loop Concentrator/Multiplexer (IC/M) must providefacility test functions, format conversion and signaling conversion as appropriate.

4.8.3.2 The underlying equipment that provides such IC/M function must continuously monitor protected circuit packs and redundant common equipment.

4.8.3.3 The underlying equipment that provides such IC/M function must automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

4.8.3.4 The underlying equipment that provides such IC/M function must be equipped with a redundant power supply or a battery back-up.

4.8.3.6 At MCIm's option, BellSouth shall provide MCIm with Real Time ability to initiate tests on the underlying device that provides such IC/M function integrated test equipment as well as other integrated functionality for routine testing and fault isolation.

4.8.4 Interface Requirements - Loop Concentrator .

The Loop Concentrator shall meet the following interface requirements, as appropriate for the configuration that MCIm designates:

4.8.4.1 The Loop Concentrator shall provide an analog voice frequency copper twisted pair interface at the serving wire center, as described in the references in Appendix 1.

4.8.4.2 The Loop Concentrator shall provide digital 4-wire electrical interfaces at the serving wire center, as described in the references in Appendix 1.

4.8.4.3 The Loop Concentrator shall provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-N, N as described in the references in Appendix 1.

4.8.4.4 The Loop Concentrator shall provide the Bellcore TR-303 DS1 level interface at the serving wire center. Loop Concentratorshall provide Bellcore TR-08 modes 1&2 DS1 interfaces when designated by MCIm. Such interface requirements are specified in the references in Appendix 1.

4.8.4.5 The Intelligent Loop Concentrator shall be provided to MCIm in accordance with the Technical References set forth in Appendix 1.

4.9 Digital Subscriber Line Access Multiplexer

4.9.1 Definition. "Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signal (de-multiplexing); (iii) (for baseband services) splits off voice (POTS) channel from the DSL channels for handoff to a voice switch; or (iv) (for baseband services) combines voice (POTS) channel onto the DSL channel for delivery to the End-User.

4.9.2 Technical requirements

4.9.2.1 BellSouth shall provide MCIm with DSLAMs that satisfy the requirements in this Section [4.9]. Any DSLAM must be capable of performing its functions for services that include, but are not limited to, two-wire analog voice grade Loops and 2-Wire DSL Capable Loops (SHDSL, HSDL, ADSL, HDSL2, IDSL, Splitterless ADSL).

4.9.2.2 Any DSLAM must perform the following functions, as appropriate:

4.9.2.2.1 Multiplexing of individual DSL signals up to higher transmission bit rate signals (e.g., DS3, or optical SONET rates).

4.9.2.2.2 Splitting or combining the POTS channel from a DSL line (may be integrated or standalone);

4.9.2.2.3 Concentration (over-subscription) of DSL services onto less bandwidth on the trunk-side, high-bandwidth signal;

4.9.2.2.4 Provide the trunk side interface of a DSLAM with ATM functionality with customer circuits segregated into separate permanent virtual circuits.

4.9.3 Additional Requirements. BellSouth shall provide power for a DSLAM, through a non-interruptible source if the equipment is located in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office.

4.9.4 Interface Requirements. As appropriate for the configuration MCIm designates, any DSLAM provided by BellSouth must meet the following interface requirements:

4.9.4.1 A DSLAM must provide analog voice frequency, copper twisted pair interfaces at the serving wire center;

4.9.4.2 A DSLAM must provide two-wire and four-wire DSL copper twisted-pair interface at the serving wire center; and

4.9.4.3 A DSLAM must provide multiple bandwidth interfaces, including, but not limited to, DS3 and SONET interfaces at rates of OC-3c.

Section 6. Dark Fiber

6.1 Definition:

Dark Fiber is BellSouth optical transmission facilities without attached multiplexers, aggregation, or other electronics. **{BELLSOUTH Language BellSouth's fiber does not contain} {MCIm Language -- BellSouth shall not remove}** any lightwave repeaters (e.g., regenerators or optical amplifiers) installed on the fiber**{MCIm Language --unless otherwise requested by MCIm}.**

6.2 Requirements

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. BellSouth shall offer all Dark Fiber to MCIm pursuant to the prices set forth in Attachment I of this Agreement. BellSouth shall make available Dark Fiber at Parity and on a non-discriminatory basis in accordance with applicable FCC rules and orders.

6.2.2 BellSouth shall provide a single Point of Contact (SPOC) for negotiating all Dark Fiber arrangements.

6.2.3 MCIm may test the quality of the Dark Fiber to confirm its usability and performance specifications.

6.2.4 BellSouth shall use its best efforts to provide to MCIm 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 MCIm ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). BellSouth shall hold such requested Dark Fiber for MCIm's use for 10 business days from MCIm's receipt of Confirmation and may not allow any other party to use such media, including BellSouth. BellSouth shall provide Dark Fiber on a first come, first served basis.

6.2.5 BellSouth shall use its best efforts to make Dark Fiber available to MCIm within thirty (30) business days after it receives written confirmation from MCIm that the Dark Fiber previously deemed available by BellSouth is wanted for use by MCIm. BellSouth shall identify all appropriate and available connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MCIm to connect or splice MCIm provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber, and MCIm shall notify BellSouth which point(s) it desires to use.

6.3 Additional Requirements for Dark Fiber

6.3.1BellSouth shall provide MCIm with the most recent test records it has, if any, for Dark Fiber that MCIm plans to use. If BellSouth has no test records, at MCIm's request, BellSouth shall provide an estimate, using accepted industry practices, of the transmission loss of the channel at MCIm's intended transmission wavelength. BellSouth shall not warrant the accuracy of its estimate. If BellSouth's estimate of transmission loss exceeds MCIm's specifications, MCIm shall have the option of performing its own tests prior to purchase of the Dark Fiber. .

6.3.2 MCIm may splice at the end points and test Dark Fiber obtained from BellSouth using MCIm or third party personnel. For connections at a

splice point, BellSouth shall uncoil existing fiber a minimum of 25 feet from the manhole to allow MCIm to splice the fiber.

6.4 Availability of Unused Transmission Media other than Dark Fiber shall be determined by BellSouth on a case by case basis. BellSouth is not required to build out or deploy coaxial cable or copper where it has not been installed, although its availability will be affected as a result of future building out or deployment of such other unused transmission media.

6.4.1 If deployed in BellSouth's network, on a case by case basis, BellSouth may provide wave division multiplexer applications at rates to be negotiated by the Parties. For wave division multiplexer (WDM) applications, BellSouth shall provide to MCIm an interface to an existing WDM device or allow MCIm to install its own WDM device (where sufficient system loss margins exist or where MCIm provides the necessary loss compensation) to multiplex the traffic at different wavelengths. This applies to both the transmit and receive ends of the Dark Fiber.

Section 7. Local Switching

7.1 General Requirements

7.1.1 Definition. Local Switching (also referred to as Local Circuit Switching as defined in FCC Rules) is the unbundled Network Element that gives MCIm the ability to use switching functionality in a BellSouth end office switch, including all vertical services and/or features that BellSouth's underlying switch is capable of providing, to the extent BellSouth offers such services and features in that switch. MCIm may request modifications to the switching functionality, including the vertical services and/or features available in an BellSouth end office switch, pursuant to the BFR process set forth in Part A of this Agreement. Local Switching will be provisioned with a Port Element, which provides line or trunk side access to Local Switching. Rates for line-side ports, trunk-side ports, and features, functions, and capabilities of the switch are set forth in Attachment 1 of this Agreement.

7.1.2 Port Element or Port means a 1) line card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between individual loops or individual End User trunks, through the main distribution frame, and the switching components of an end office switch and the associated switching functionality in that end office switch, or 2) trunk card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between interoffice transport and the switching components, through a trunk-side cross-connect panel, of an end office

switch and the associated functionality in that end office switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer's network address.

7.1.3 Local Switching includes line side and trunk side facilities plus the features, functions, and capabilities of the switch. It consists of the line-side port (including connection between a Loop termination and a switch line card, telephone number assignment, one primary Directory Listing, presubscription, and access to 911, Operator Services, basic intercept, and Directory Assistance), line and line group features (including appropriate vertical features and line blocking options), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

7.1.4 Local Switching, including the ability to route, via selective call routing, to MCIm's or a third party's dedicated transport shall be unbundled from all other unbundled Network Elements.

7.1.4.1 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for MCIm in cases where MCIm serves end users with four or more voice grade (DS0) equivalents or lines, provided that BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport (also known as the enhanced extended link ("EEL")) throughout Density Zone 1, and BellSouth's local circuit switches are located in:

1. The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and
2. Density Zone I, as defined in 47 C.F.R. § 69.123, as of January 1, 1999.

7.2. Technical Requirements - Local Switching

Local Switching shall be at least equal to Local Switching requirements set forth in Appendix 1 of this Attachment.

7.2.1 BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.1 BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements, (2) MCIm designated platforms, or (3) third-party platforms.

7.2.1.2 BellSouth shall provide standard recorded announcements for MCIm's selection, and call progress tones, to alert callers of call progress and disposition.

7.2.1.3 BellSouth shall change a subscriber from BellSouth's services to MCIm's services without loss of features, functionality for dialing plan coverage, unless expressly agreed to otherwise by MCIm.

7.2.1.4 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) at Parity and on a nondiscriminatory basis.

7.2.1.5 BellSouth shall repair and restore any BellSouth equipment or any other BellSouth component that may adversely impact MCIm's use of unbundled Local Switching.

7.2.1.6 BellSouth shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control will be competitively neutral and not favor any user of unbundled switching or BellSouth.

7.2.1.7 BellSouth shall perform manual call trace as designated by MCIm and permit subscriber originated call trace.

7.2.1.8 BellSouth shall record all billable events, involving usage of the element, and send the appropriate recording data to MCIm as outlined in Attachment 8.

7.2.1.9 For Local Switching used as 911 Tandems, BellSouth shall allow interconnection from MCIm local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point (PSAP).

7.2.1.10 Where BellSouth provides the following special services, it shall provide to MCIm:

7.2.1.10.1 Essential Service Lines, where BellSouth provides them to its own retail customers;

7.2.1.10.2 Telephone Service Prioritization;

7.2.1.10.3 Related services for handicapped;

7.2.1.10.4 Soft dial tone where required by law. Where BellSouth provides soft dial tone, it shall do so on a competitively-neutral basis.

7.2.1.10.5 Any other service required by law or regulation.

7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPs). In the event that Local Switching is provided out of a switch without SS7 capability, the Tandem shall provide this capability as discussed in the section on Tandem Switching. These capabilities shall adhere to the specifications set forth in Appendix 1 of this Attachment.

7.2.1.12 BellSouth shall provide interfaces to adjuncts through industry standards and Bellcore interfaces set forth in Appendix 1 of this Attachment.

7.2.1.13 Unbundled switching will include 911 access on the same basis as such access is provided in BellSouth's network.

7.2.1.14 BellSouth shall offer all Local Switching features that are technically feasible and provide feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:

7.2.1.14.1 Basic and primary rate ISDN;

7.2.1.14.2 Residential features;

7.2.1.14.3 Custom Local Area Signaling Services (CLASS/LASS);

7.2.1.14.4 Custom Calling Features;

7.2.1.14.5 Centrex or its equivalent (including equivalent administrative capabilities, such as subscriber accessible reconfiguration and detailed message recording); and

7.2.1.14.6 Advanced intelligent network triggers supporting MCIm, and BellSouth service applications, in BellSouth's SCPs. BellSouth shall offer to MCIm all AIN triggers currently available to BellSouth for offering AIN-based services in accordance with applicable technical references

in Appendix 1 of this Attachment. Currently, such triggers are:

7.2.1.14.6.1 Off-Hook Immediate;

7.2.1.14.6.2 Off-Hook Delay;

7.2.1.14.6.3 Termination Attempt;

7.2.1.14.6.4 3/6/10;

7.2.1.14.6.5 Feature Code Dialing;

7.2.1.14.7 When the following triggers are supported by BellSouth, BellSouth shall make said triggers available to MCIm:

7.2.1.14.7.1 Private EAMF Trunk;

7.2.1.14.7.2 Shared Interoffice Trunk (EAMF, SS7);

7.2.1.14.7.3 N11;

7.2.1.14.7.4 Automatic Route Selection.

7.2.1.15 BellSouth shall assign each MCIm subscriber line the class of service designated by MCIm (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from MCIm Customers as directed by MCIm at MCIm's option. This includes each of the following call types:

7.2.1.15.1 O+/O- calls
7.2.1.15.2 411/DA calls
7.1.2.15.6 Any other selective routing that may be mutually agreed upon by the Parties and at rates negotiated by the Parties.

7.2.1.16 Subject to section 7.1.2, above, BellSouth shall assign each MCIm subscriber line the class of services designated by MCIm using line class codes and shall route operator calls from MCIm subscribers as directed by MCIm at MCIm's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an MCIm Operator Services Position System (OSPS). **Calls from Local Switching must pass the ANI-II digits unchanged.**

7.2.1.17 Where BellSouth provides switching, if an MCIm subscriber subscribes to MCIm provided voice mail and messaging services, BellSouth shall redirect incoming calls to the MCIm designated trunk group based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings). In addition, MCIm may purchase a simplified message desk interface serviceinterface with multi-line hunting to the MCIm system, pursuant to Attachment 2 of this Agreement. BellSouth shall support the Inter-switch Voice Messaging Service (IVMS) capability, where available.

7.2.1.18 Local Switching shall be offered in accordance with the requirements of the technical references in Appendix 1 and their future releases.

7.3 Interface Requirements - Local Switching

7.3.1 BellSouth shall comply with the interface requirements for Local Circuit Switching as set forth in Appendix 1 of this Attachment.

7.3.2. In addition to the requirements referenced in Appendix 1 of this Attachment, BellSouth shall provide access to the following:

7.3.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by MCIm;

7.3.2.2 Interface to MCIm operator services systems or Operator Services through appropriate trunk interconnections using selective routing and a signaling format acceptable to MCIm for the system; and

7.3.2.3 Interface to MCIm directory assistance services through the MCIm switched network or to Directory Services through the appropriate trunk interconnections using selective routing and a signaling format acceptable to MCIm for the system; and 950 access or other MCIm required access to interexchange carriers as requested through appropriate trunk interfaces.

7.4.1 BellSouth shall provide the following interfaces to loops:

7.4.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.4.1.1.2 Coin phone signaling;

7.4.1.1.3 Basic Rate Interface ISDN adhering to the standards set forth in Appendix 1 of this Attachment;

7.4.1.1.4 Two-wire analog interface to customer premise equipment to include reverse battery, E&M, and wink start ;

7.4.1.1.6 Four-wire DS1 interface to customer premise equipment or subscriber provided equipment (e.g., computers and voice response systems);

7.4.1.1.7 Primary Rate ISDN to PBX adhering to the standards set forth in Appendix 1 of this Attachement;

7.4.1.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N ' 1 to 24); and

7.4.1.1.9 DID signaling

7.5 Integrated Services Digital Network (ISDN)

7.5.1 Integrated Services Digital Network (ISDN) is defined in two variations. The first variation is Basic Rate ISDN (BRI). BRI consists of 2 Bearer (B) Channels and one Data (D) Channel. The second variation is Primary Rate ISDN (PRI). PRI consists of 23 B Channels and one D Channel. Both BRI and PRI B Channels may be used for Circuit Switched Voice, Circuit Switched Data (CSD) or **Packet Switched Data (PSD).** The BRI D Channel may be used for call related signaling, non-call related signaling or packet switched data. The PRI D channel may be used for call related signaling.

7.5.2 Technical Requirements - ISDN

7.5.2.1 BellSouth shall offer ISDN switching that conforms to the requirements set forth in Appendix 1 of this Attachment, that, at a minimum:

7.5.2.1.1 Provides integrated Packet handling capabilities;

7.5.2.1.2 Allows for full 2B+D Channel functionality for BRI; and

7.5.2.1.3 Allows for full 23B+D Channel functionality for PRI.

7.5.2.1.4 Provides B Channels that are capable of carrying voice, 64 Kbps CSD, and PSD of 128 logical channels at minimum speeds of 19 Kbps throughput of each logical channel up to the total capacity of the B Channel.

7.5.2.1.5 Provides B Channels that are capable of carrying alternate voice and data on a per call basis.

7.5.2.1.6 Provides BRI D Channels for call associated signaling, non-call associated signaling and PSD of 16 logical channels at minimum speeds of 9.6 Kbps throughput of each logical channel up to the total capacity of the D channel.

7.5.2.1.7 Provides PRI D Channels that allow for call associated signaling.

7.6 Requirements - Selective Routing

7.6.1 Subject to line class code availability, MCIm may request Selective routing for all end offices where BellSouth provides switching services to MCIm.

7.6.2 BellSouth shall provide Selective routing at MCIm's request for all MCIm Local Resale and Local Switching end user lines and for all applicable call types (i.e., 411, 555-1212, 0-, 0+local) in a requested end office.

7.6.3 Transport to carry the rerouted calls to MCIm's Operator Services platform(s) will be specified by MCIm. BellSouth-supplied Dedicated Transport is available for use with Selective routing, where facilities are available, in which case rates and charges for such transport will apply in addition to the rates and charges for Selective routing. All such rates are set forth in Attachment 1 of this Agreement.

7.6.4 When MCIm's Operator Services Platform(s) traffic is routed to dedicated transport, BellSouth, as specified by MCIm, shall overflow this traffic to shared trunk groups.

7.6.5 **The following is the Targeted Service Intervals for Selective Routing:**

	Targeted Service Interval
1 to 5 Line Class Codes	**30 days**

6 to 25 Line Class Codes	**60 days**
More than 25 Line Class Codes	**To be Negotiated**

7.7 Packet Switching Capability

7.7.1 Packet Switching Capability 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 (DSLAMs), including but not limited to:

(i) The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
(ii) The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
(iii) The ability to extract data units from the data channels on the loops; and
(iv) The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

7.7.2 BellSouth shall be required to provide nondiscriminatory access to unbundled Packet Switching Capability only where each of the following conditions is satisfied:

(i) BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier (IDLC) 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);
(ii) There are no spare copper loops capable of supporting the xDSL services MCIm seeks to offer;
(iii) BellSouth has not permitted MCIm to deploy a DSLAM in the Remote Terminal, pedestal or environmentally controlled vault or other interconnection point, nor has MCIm obtained a virtual collocation arrangement at these subloop interconnection points; and
(iv) BellSouth has deployed packet switching capability for its own use.

Section 8. Operator Services

BellSouth shall provide MCIm access to operator service and directory assistance facilities where technically feasible, pursuant to Attachment 9.

Section 9. Shared Transport

9.1 Definition: "Shared Transport" is the transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches in the BellSouth network. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities and is distinct and separate from Local Switching.

9.2 Shared transport will only be available where MCIm purchases Local Switching.

9.3 Technical Requirements - Shared Transport

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

Section 10. Dedicated Transport

10.1 Definition: Dedicated Transport is 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 provides telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers. **The end points of dedicated transport need not be wire centers or switch locations, and they may be facilities of other requesting telecommunications carriers besides MCIm. At MCIm's and a third party carrier's request, BellSouth shall provide local channel-dedicated and/or interoffice transport-dedicated between MCIm and the third party carrier. Such transport shall be provided at transmission rates specified by MCIm, including, but not limited to, DS1, DS3, and STS-1** Dedicated Transport is depicted below in Figure 3.

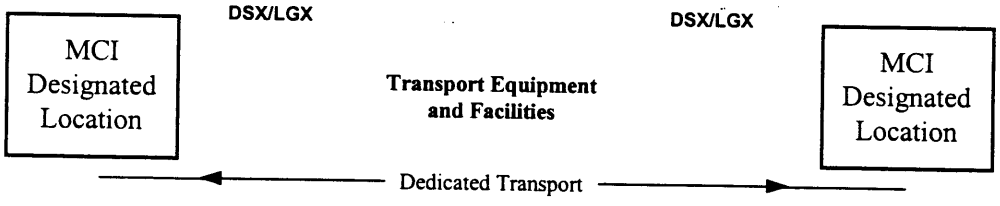


Figure 3

10.2 BellSouth shall offer, at the rates set forth in Attachment 1, Dedicated Transport in each of the following manners:

10.2.1 As capacity on a shared facility.

10.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to MCIm; and,

10.2.3 As a system (i.e., the equipment and facilities used to provide Dedicated Transport such as SONET ring) dedicated to MCIm. If a SONET system is not available, BellSouth shall utilize its special construction process to determine the additional costs required to provide one of those options, or to construct the plant necessary to provide the SONET system.

10.3 When Dedicated Transport is provided as a circuit or as capacity on a shared facility, it shall include, at Parity and on a nondiscriminatory basis, (as appropriate):

10.3.1 Multiplexing functionality;

10.3.2 Grooming functionality; and,

10.3.3 Where available, redundant equipment and facilities necessary to support protection and restoration.

10.4 When Dedicated Transport is provided as a system, it shall include, at Parity and on a nondiscriminatory basis:

10.4.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

10.4.2 Inter-office transmission facilities such as optical fiber, Dark Fiber, copper twisted pair, and coaxial cable;

10.4.3 Where available, redundant equipment and facilities necessary to support protection and restoration; and,

10.4.4 Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option. DCS is described below in Section [10.7].

10.5 Technical Requirements - Dedicated Transport

10.5.1 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 MCIm designated traffic.

10.5.2 BellSouth shall offer Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

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

10.5.4 When physical diversity is requested by MCIm, BellSouth shall provide the maximum feasible physical separation between transmission paths for all facilities and equipment (unless otherwise agreed by MCIm).

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

10.5.6.1 DS1 (Extended SuperFrame - ESF/B8ZS, D4, and unframed applications shall be provided);

10.5.6.2 DS3 (C-bit Parity and unframed applications shall be provided);

10.5.6.3 SONET standard interface rates in accordance with Appendix 1 of this Attachment. In particular, VT1.5 based STS-1s will be the interface at an MCIm service node.

10.5.6.4 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.

10.5.7 If requested by MCIm, BellSouth shall provide cross-office wiring up to a suitable Point of Termination (POT) between Dedicated Transport and MCIm's designated equipment. BellSouth shall provide the following equipment for the physical POT:

10.5.7.1 DSX1 for DS1s or VT1.5s;

10.5.7.2 DSX3 for DS3s or STS-1s; and

10.5.7.3 LGX for optical signals (e.g., OC-3 and OC-12).

10.5.8 For Dedicated Transport provided by BellSouth, Bellsouth shall design the system (including but not limited to facility routing and termination points) as specified by MCIm.

10.5.9 Upon MCIm's request, BellSouth shall provide MCIm with electronic provisioning control of an MCIm specified Dedicated Transport on SONET rings. As system development allows, either initiated by BellSouth or via the bona fide request process, BellSouth shall provide electronic provisioning control of linear transport systems.

10.5.10 BellSouth shall offer Dedicated Transport together with and separately from DCS.

10.6 Technical Requirements - Dedicated Transport Using SONET Technology.

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

10.6.1 All SONET Dedicated Transport provided as a system must:

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

10.6.1.2 Provide SONET standard interfaces which properly interwork with SONET standard equipment from other vendors. This includes, but is not limited to, SONET standard section, line and path performance monitoring, maintenance signals, alarms, and data channels.

10.6.1.3 Provide Data Communications Channel (DCC) or equivalent connectivity through the SONET transport system. Dedicated Transport provided over a SONET transport system shall be capable of routing DCC messages between MCIm and SONET network components connected to the Dedicated Transport. For example, if MCIm leases a SONET ring from BellSouth, that ring shall support DCC message routing between MCIm and SONET network components connected to the ring.

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

10.6.1.4.1 No more than 10 errored seconds per day; and

10.6.1.4.2 No more than 1 severely errored second per day.

10.6.2 SONET rings must:

10.6.2.1 Be provisioned on physically diverse fiber optic cables (including separate building entrances where available and diversely routed intraoffice wiring). "Diversely routed" means the maximum feasible physical separation between transmission paths, unless otherwise agreed by MCIm.

10.6.2.2 Support dual ring interworking per SONET Standards.

10.6.2.3 Provide the necessary redundancy in optics, electronics, and transmission paths (including intra-office wiring) such that no single failure will cause a service interruption.

10.6.2.4 Provide the ability to disable ring protection switching at MCIm's direction (selective protection lock-out). This requirement applies to line switched rings only. The only exceptions to this requirement shall be BellSouth SONET equipment in use as of the Effective Date which lacks that functionality.

10.6.2.5 Provide the ability to use the protection channels to carry traffic (extra traffic). This requirement applies to line switched rings only. The only exceptions to this requirement shall be BellSouth SONET equipment in use as of the Effective Date which lacks that functionality.

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

10.6.2.7 Have settable ring protection switching thresholds that will be set in accordance with MCIm's specifications.

10.6.2.8 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.

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

10.6.2.10 Adhere to the following availability requirements.

10.6.2.10.1 No more than 0.25 minutes of unavailability per month; and

10.6.2.10.2 No more than 0.5 minutes of unavailability per year.

10.6.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the technical references provided in Appendix 1.

10.7 Digital Cross-Connect System (DCS)

10.7.1 Definition: Digital Cross-Connect System or "DCS" provides automated Cross Connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1 s) or other BellSouth supported Synchronous Optical Network (SONET) signals are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection.

Interconnection between a DSX or LGX to a switch, another cross-connect, or other service platform device, is included as part of DCS.

10.7.2 Technical Requirements - Digital Cross-Connect System

10.7.2.1 DCS shall provide completed end-to-end Cross Connection of the channels designated by MCIm.

10.7.2.2 DCS shall perform facility grooming, multipoint bridging, one-way broadcast, two-way broadcast, and facility test functions.

10.7.2.3 DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

10.7.2.4 The end-to-end Cross Connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The Cross Connection assignment shall remain in effect whether or not the circuit is in use.

10.7.2.5 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.

10.7.2.6 BellSouth shall provide, at the rates set forth in Attachment 1, various types of Digital Cross-Connect Systems including:

10.7.2.6.1 DS0 cross-connects (typically termed DCS 1/0);

10.7.2.6.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);

10.7.2.6.3 DS3 cross-connects (typically termed DCS 3/3);

10.7.2.6.4 STS-1 cross-connects; and

10.7.2.6.5 Other Technically Feasible cross-connects existing in the BellSouth network and designated by MCIm.

10.7.2.7 At MCIm's request, BellSouth shall provide, at the rates set forth in Attachment 1, an automated interface which allows MCIm the real time configuration and reconfiguration of the channels between the physical interfaces. Until such request is made by MCIm, BellSouth shall process and implement reconfiguration Cross Connection requests on demand, at the rates set forth in Attachment 1.

10.7.2.8 BellSouth shall provide scheduled configuration and reconfiguration of the channels between the physical interfaces

(i.e., BellSouth shall establish the processes to implement cross connects on the schedule mutually agreed to by the Parties.)

10.7.2.9 DCS shall continuously monitor protected circuit packs and redundant common equipment.

10.7.2.10 DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

10.7.2.11 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

10.7.2.12 BellSouth shall make available for MCIm spare facilities, where available, and equipment necessary for provisioning repairs, and to meet MCIm's maintenance standards as specified in the Provisioning and Maintenance sections.

10.7.2.13 Where technically feasible, at MCIm's option, BellSouth shall provide MCIm with real time ability to initiate tests on integrated equipment used to test the signals and the underlying equipment used to provide DCS, as well as other integrated functionality for routine testing and fault isolation.

10.7.2.14 Where technically feasible, DCS shall provide SONET to asynchronous gateway functionality (e.g., STS-1 to DS1 or STS-1 to DS3).

10.7.2.15 Where technically feasible, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).

10.7.2.16 Where technically feasible, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.

10.7.2.17 Where technically feasible, DCS shall provide multipoint bridging of multiple channels to other DCSs. MCIm may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

10.7.2.18 Where technically feasible, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex

higher speed channels onto lower speed interfaces as designated by MCIm.

10.7.3 Interface Requirements - Digital Cross-Connect System

10.7.3.1 BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher.
10.7.3.2 BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher.
10.7.3.3 BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher

10.8 DCS shall, at a minimum, meet all the requirements set forth in the technical references provided in Appendix 1.

Section 11. Signaling Link Transport

11.1 Definition: Signaling Link Transport is a set of two or four dedicated 56 Kbps (or higher when available) transmission paths between MCIm-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a BellSouth STP site.

11.2 Technical Requirements - Signaling Link Transport

11.2.1 Signaling Link Transport shall consist of full duplex mode 56 Kbps (or higher when available) transmission paths.

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

11.2.2.1 As an "A-link" which is a connection between a signaling end point and a home Signaling Transfer Point Switch (STPs) pair; and

11.2.2.2 As a "D-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)).

11.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

11.2.3.1 An A-link layer shall consist of two links.

11.2.3.2 A D-link layer shall consist of four links.

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

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

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

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

11.2.5.1 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

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

11.3 Interface Requirements - Signaling Link Transport

11.3.1 There will be a DS1 (1.544 Mbps) interface at the MCIm-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

Section 12. Signaling Transfer Points (STPs)

12.1 Definition. Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points. Figure 4 depicts a typical SS7 interconnection arrangement.

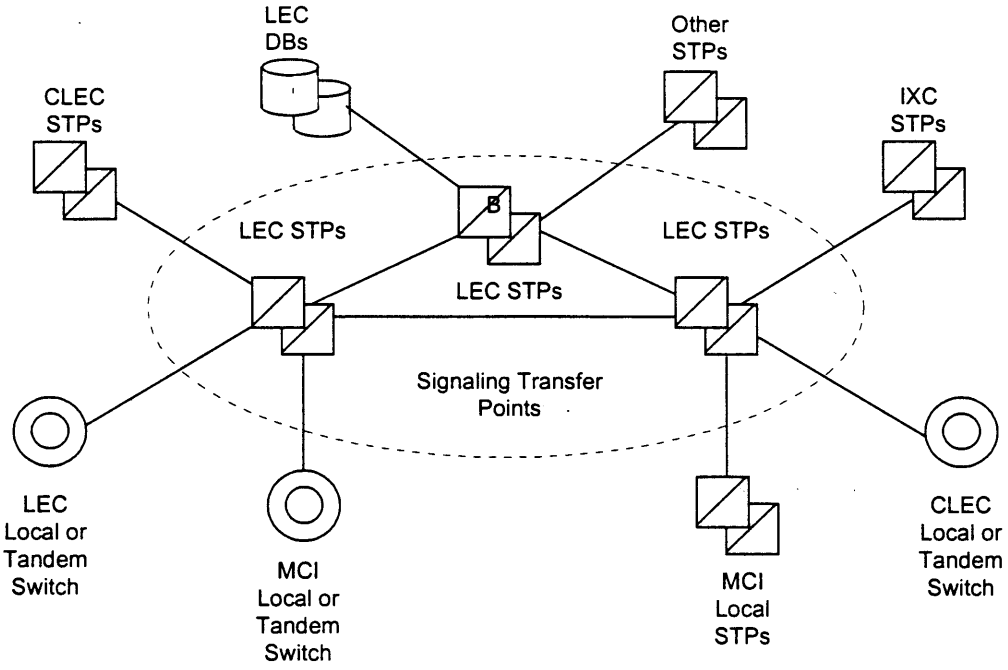


Figure 4

12.2 Technical Requirements - Signaling Transfer Points

12.2.1 STPs shall provide access to all other Network Elements connected to the BellSouth SS7 network. These include:

12.2.1.1 BellSouth Local Switching or Tandem Switching;

12.2.1.2 BellSouth Service Control Points/DataBases;

12.2.1.3 Third-party local or tandem switching systems; and

12.2.1.4 Third-party-provided STPs.

12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements 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 the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit 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. BellSouth shall charge MCIm to transit these messages at the rates set forth in Attachment 1 of this Agreement.

12.2.2.1 Transit Signaling. MCIm may choose to route SS7 signaling information (e.g., ISUP, TCAP) from MCIm's signaling network to another LEC's or CMRS provider's signaling network via BellSouth's signaling network for the purpose of exchanging call processing/network information between MCIm and the other LEC's or CMRS provider's network, whether or not BellSouth has a trunk to the terminating switch, provided that, where BellSouth does not have such a trunk, MCIm furnishes BellSouth with:

12.2.2.1.1 the destination point codes ("DPCs") of all the LEC or CMRS provider switches to which it wishes to send transit signaling;

12.2.2.1.2 the identity of the STPs in BellSouth's network in which each DPC will be translated; and

12.2.2.1.3 the identity of the STPs in the other signaling network to which such transit signaling will be sent.

12.2.3 Before BellSouth transits TCAP messages to third parties, MCIm shall provide BellSouth with a letter of authorization from third party carriers to and from which BellSouth will transit TCAP messages. Such letter of authorization must state that the third party carrier will accept TCAP messages from BellSouth that originated on MCIm's network.

12.2.4 STPs shall provide all functions of the Message Transfer Part ("MTP") as specified in Appendix 1 of this Attachment.

12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in Appendix 1.
In particular, this includes Global Title Translation (GTT) and SCCP Management procedures as specified in Appendix 1.

12.2.6 In cases where the destination signaling point is a BellSouth local or tandem switching system or data base, or is an MCIm or third party local or tandem switching system directly connected to BellSouth's SS7 network, BellSouth STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination.

12.2.7 BellSouth's STPs shall provide all functions of the OMAP commonly provided by STPs, as specified in Appendix 1 of this Attachment. When available and upon request, BellSouth shall identify the switches in which the following functionalities are available: MTP Routing Verification Test (MRVT) and, SCCP Routing Verification Test (SRVT).

12.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or DB, or is an MCIm 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 STPs 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 STPs, and when mutually agreed upon by MCIm and BellSouth.

12.2.9 STPs shall, at a minimum, comply with the performance requirements set forth in Appendix 1 of this Attachment.

12.2.10 BellSouth shall comply with BST Guidelines to Technical Publication GR-905-CORE (TR 73554).

12.3 Interface Requirements - Signaling Transport Points

12.3.1 BellSouth shall provide the following STPs options to connect MCIm or MCIm-designated local switching systems or STPs to the BellSouth SS7 network:

12.3.1.1 An A-link interface from MCIm local switching systems; and,

12.3.1.2 A D-link interface from MCIm's STPs.

12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

12.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.

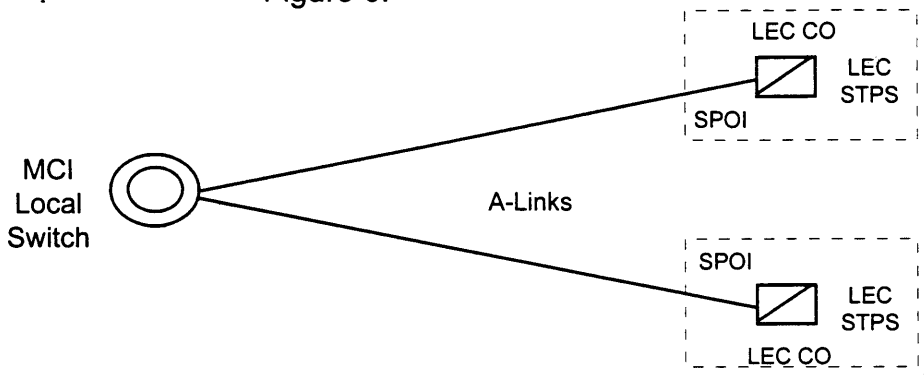


Figure 6. A-Link Interface

12.2.3.2 A D-link layer shall consist of four links, as depicted in Figure 7.

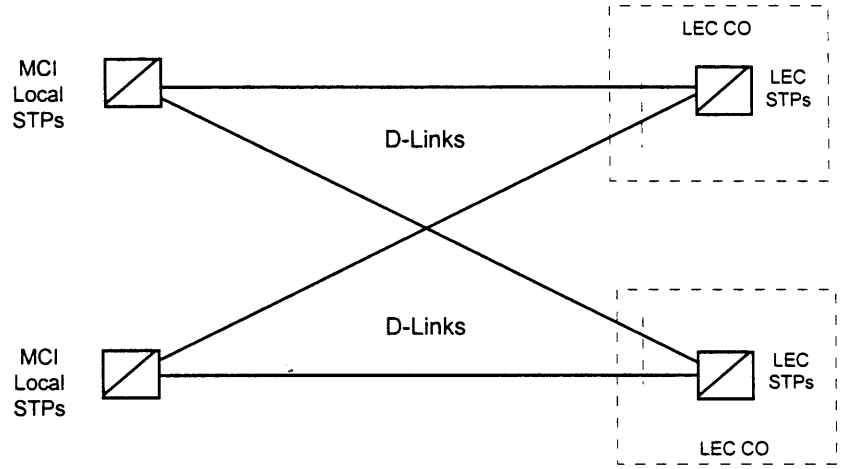


Figure 7

12.3.3 The Signaling point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPs are 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 MCIm local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. MCIm and BellSouth shall cooperate to establish mutually agreed upon SPOI's.

Section 13. Service Control Points/Databases

13.1 Definition:

13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: the Calling Name Database, 911 Database, E911 Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Database, and downstream number portability databases.

13.1.2 A Service Control Point (SCP) is a specific type of database Network Element functionality deployed in a Signaling System 7 (SS7) based on Intelligent Network ("IN") that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores subscriber record data that provide information necessary to route 800 calls).

13.2 Technical Requirements - SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g., signaling protocols and response times), and administration of information (e.g., provisioning, administration, and maintenance).

13.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7 and X.25).

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as required herein or otherwise set forth in Appendix 1.

13.2.4 Database functionality shall be unavailable no more that thirty (30) minutes per year.

13.2.5 BellSouth shall provide Database provisioning consistent with the provisioning requirements of this Agreement (e.g., data required, edits, acknowledgments, data format and transmission medium and notification of order completion).

13.2.6 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for MCIm subscriber records stored in BellSouth databases within an interval at parity with BellSouth's own provisioning schedule.

13.2.7 BellSouth shall provide Database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of BellSouth Network Affecting Events, testing, dispatch schedule and measurement and exception reports).

13.2.8 BellSouth shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

13.2.9 BellSouth shall provide SCPs/Databases in accordance with the physical security requirements specified in this Agreement.

13.2.10 BellSouth shall provide SCPs/Databases in accordance with the logical security requirements specified in this Agreement.

13.3 Number Portability Database

13.3.1 Definition. The Number Portability (NP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another.

13.3.2 At MCIm's option, BellSouth shall provide access to the BellSouth NP database, at the rates set forth in Attachment 1 of this Agreement, for MCIm switches to query and obtain the appropriate routing number on calls to ported numbers, or the industry specified indication that the number is not ported for non-ported numbers in NPA-NXXs that are opened to portability. The specified indication will also be provided when the NPA-NXX is not open to portability.

13.4 Line Information Database (LIDB)

This Subsection 13.4 defines and sets forth additional requirements for the Line Information Database.

13.4.1 Definition:

The Line Information Database (LIDB) is a transaction-oriented database accessible through SS7 networks. It contains records associated with subscriber Line Numbers and Special Billing Numbers. The LIDB will accept queries from MCIm through other Network Elements or MCIm's network, and will provide appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions, such as screening billed numbers, that provide the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the BellSouth SS7 network and other SS7 networks. LIDB also interfaces with administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

13.4.2 Technical Requirements - Line Information Database

13.4.2.1 Prior to the availability of LNP, BellSouth shall enable MCIm to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number record, (in accordance with the technical reference in Appendix 1) whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.

13.4.2.1.1 MCIm agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for MCIm's end user accounts which are resident in LIDB pursuant to this Agreement. MCIm authorizes BellSouth to place such charges on MCIm's bill from BellSouth and agrees that it shall pay such charges. Charges for which MCIm hereby takes responsibility include, but are not limited to, collect and third number calls.

13.4.2.1.2 Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.

13.4.2.1.3 MCIm shall have the responsibility to render a billing statement to its end users for these charges, but MCIm's obligation to pay BellSouth for the charges billed shall be independent of whether MCIm is able or not to collect from MCIm's end users.

13.4.2.1.4 BellSouth shall not become involved in any disputes between MCIm and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to MCIm. It shall be the responsibility of MCIm and the other entity to negotiate and arrange for any appropriate adjustments.

13.4.2.2 Prior to the availability of LNP, BellSouth shall enable MCIm to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number (in accordance with the technical reference in Appendix 1) record, whether ported or not, and NPA-NXX and NXX-0/IXX Group Records, belonging to an NPA-NXX or NXX-0/1 XX owned by MCIm.

13.4.2.3 Prior to the availability of LNP, BellSouth shall enable MCIm to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number (in accordance with the technical reference in Appendix 1) record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/IXX.

13.4.2.4 BellSouth shall perform the following LIDB functions for MCIm's Customer records in LIDB:

13.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

13.4.2.4.2 Calling Card Validation.

13.4.2.5 BellSouth shall process MCIm's Customer records in LIDB on a basis that is at least at parity with BellSouth's process. BellSouth shall indicate to MCIm what additional functions (if any) are performed by LIDB in their network.

13.4.2.6 Within two (2) weeks after a request by MCIm, BellSouth shall provide MCIm with a list of the Customer data items which MCIm would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

13.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

13.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

13.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload (degraded performance in accordance with the technical reference in Appendix 1) no more than 12 hours per year. Such deficiency period is in addition to the periods specified in Sections 13.4.2.7 and 13.4.2.8 above.

13.4.2.10 {BST language -- Where MCIm is providing services via UNEs, MCIm shall provide, to BellSouth's Database Administration Center (DBAC), additions, deletions, and updates for} {MCI language -- BellSouth shall provide MCIm with the capability to provision (e.g., to add, update, and delete)} NPA-NXX and NXX-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with MCIm subscribers, **{MCI language -- directly into BellSouth's LIDB provisioning (i.e., service order) process}. {BST language -- Where MCIm is providing services via resale, such additions, deletions and updates shall be provided to the LCSC. BellSouth shall include the information, provided by MCIm, in the LIDB at Parity.**

13.4.2.11 Unless directed otherwise by MCIm, in the event that Customers change their local service provider, BellSouth shall maintain Customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such Customers shall not experience any interruption of service due to the lack of such maintenance of Subscriber data. In the event that end user subscribers change their local service provider, BellSouth shall use its best efforts to avoid service interruption in those situations where BellSouth has control over additions and deletions in the database as LIDB provider.

13.4.2.12 All additions, updates and deletions of MCIm data to the LIDB shall be solely at the direction of MCIm, except where additions, updates or deletions are necessary to perform standard fraud control measures (such as calling card auto-deactivation).

13.4.2.13 BellSouth shall provide priority updates to LIDB for MCIm data at Parity upon MCIm's request (e.g., to support fraud protection).

13.4.2.14 BellSouth shall provide MCIm reports of all MCIm data in LIDB via data migration (FCIF), paper or fax.

13.4.2.15 Pursuant to BellSouth procedures, BellSouth shall provide LIDB systems such that no more than 0.01% of MCIm Customer records will be missing from LIDB, as measured by MCIm audits.

13.4.2.16 BellSouth shall perform backup and recovery of all of MCIm's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy at Parity.

13.4.2.17 BellSouth shall provide to MCIm access to LIDB measurements and reports at least at parity with the capability BellSouth has for its own Customer records, including electronic access when available within BellSouth, and that BellSouth provides to any other party.

13.4.2.18 BellSouth shall provide MCIm with LIDB reports of data that are missing or contain errors, as well as any misroute errors, within the time period reasonably negotiated between MCIm and BellSouth.

13.4.2.19 BellSouth shall prevent any access to or use of MCIm data in LIDB by BellSouth personnel or by any other party that is not authorized by MCIm in writing.

13.4.2.21 BellSouth shall accept queries to LIDB associated with MCIm Customer records, and shall return responses in accordance with the requirements specified herein or otherwise set forth in Appendix I.

13.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in the technical reference in Appendix 1.

13.4.2.23 BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in the technical reference in Appendix 1.

13.4.2.25 BellSouth shall provide LIDB performance that complies with the following standards:

13.4.2.25.1 There shall be at least a 99.9% reply rate to all query attempts.

13.4.2.25.2 Queries shall time out at LIDB no more than 0.1% of the time.

13.4.3 Interface Requirements - Line Information Database

13.4.3.1 The interface to LIDB shall comply with the requirements set forth in Appendix I.

13.4.3.2 The CCS interface to LIDB shall be the standard interface, and shall comply with the requirements set forth in Appendix I.

13.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the requirements set forth in Appendix I. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

13.5 Toll Free Calling Database

The Toll Free Calling 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 Calling Database in accordance with the following:

13.5.1 Technical Requirements - Toll Free Calling Database

13.5.1.1 BellSouth shall make the BellSouth Toll Free Calling Database available for MCIm to query, from MCIm's designated switch including BellSouth unbundled local switching, with a toll-free number and originating information.

13.5.1.2 The Toll Free Calling 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.

13.6 Advanced Intelligent Network (AIN) Access, Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access

13.6.1 BellSouth will make all BellSouth SCP-based AIN retail services available for resale to MCIm. MCIm will be given the opportunity to develop competitive AIN 0.1 service applications via unbundled access to BellSouth's SCE/SMS. Where Technically Feasible, access to BellSouth resold services and MCIm created services may be supported from both MCIm and BellSouth local switches.

13.6.1.1 BellSouth shall provide access to any and all BellSouth service applications resident in BellSouth's SCP. Such access may be from MCIm's switch or BellSouth's unbundled local switch.

13.6.2 SCE/SMS AIN Access shall provide MCIm the ability to create service applications utilizing BellSouth AIN 0.1 service creation tools and deploy those applications via the BellSouth SMS to the BellSouth SCPs. Through traditional mechanisms, MCIm will be supported in provisioning switch triggers in BellSouth local switches which will access these applications. AIN SCE/SMS service development capabilities provided to MCIm will provide the same AIN 0.1 service development opportunities as presented to BellSouth in utilization of its basic AIN programmability tools (DesignEDGE service). See Figure 7 below.

13.6.2.1 BellSouth will participate in standards bodies actively pursuing SMS/SCE standards. If standards are adopted in this area, BellSouth will seek to evolve its AIN SMS/SCE access toward such standards.

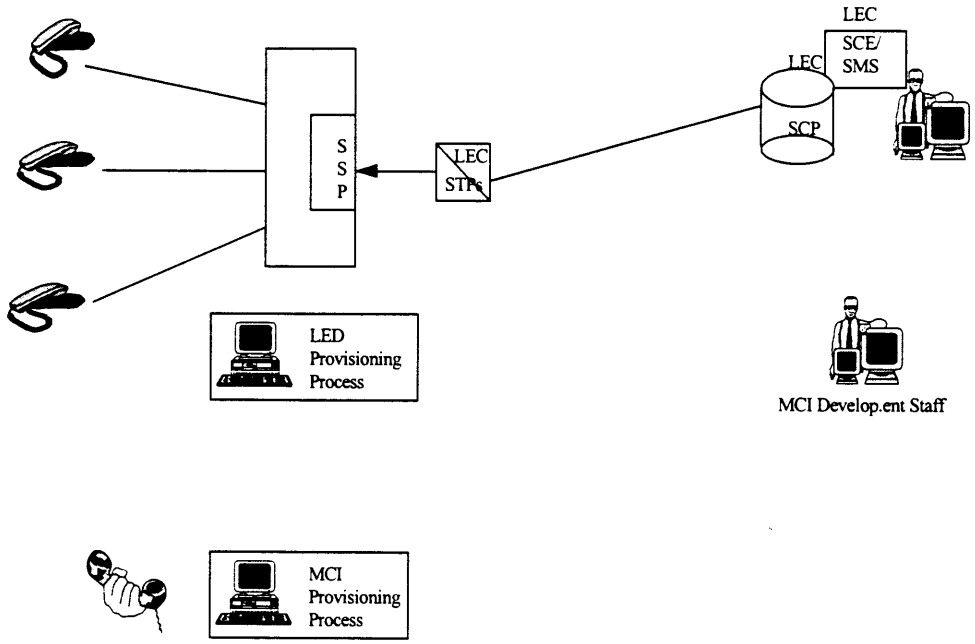


Figure 7

13.6.3 BellSouth's SCE/SMS offering shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to MCIm on a reasonable basis. Scheduling procedures shall provide MCIm equal priority access to these resources.

13.6.4 AIN access BellSouth shall allow for multi-user access with proper source code management and other logical security functions as specified in the Security section of this Agreement.

13.6.5 The BellSouth SCP shall partition and protect MCIm service logic and data from unauthorized access, execution or other types of compromise.

13.6.6 When MCI selects SCE/SMS AIN access, BellSouth shall provide adequate training, documentation, and technical support of MCIm development staff to reasonably expect successful application development. Such training shall address use of SCE/SMS AIN access and administrative functions, but will not include support for creation of a specific service application.

13.6.7 BellSouth will provide a secure controlled access environment in association with its internal utilization of AIN components. When MCIm utilizes BellSouth's SCE/SMS, AIN Access will be provided onsite or via remote data connections (e.g., dial up, LAN, WAN), at MCIm's option, to published specifications.

13.6.8 When MCIm selects SCE/SMS AIN Access, BellSouth shall allow MCIm to download data forms and/or tables to the BellSouth SCP via the BellSouth SMS without intervention from BellSouth (e.g., service customization and subscriber subscription).

13.6.9 BellSouth shall offer, through the SCE/SMS AIN Access, access to the SCPs/Databases for control of MCIm end user functionality.

11.4 {BST Language} Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide MCIm the capability that will allow MCIm and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.4.2 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 MCIm. Scheduling procedures shall provide MCIm equivalent priority to these resources.

11.4.2 BellSouth SCP shall partition and protect MCIm service logic and data from unauthorized access, execution or other types of compromise.

11.4.3 When MCIm selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable MCIm 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.

11.4.4 When MCIm selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. MCIm access will be provided via remote data connection (e.g., dial-in, ISDN).

11.4.5 When MCIm selects SCE/SMS AIN Access, BellSouth shall allow MCIm to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

13.7 Calling Name (CNAM) Database: The CNAM Database contains subscriber information (including name and telephone number)used to show the customer name of an incoming call on a display attached to the telephone. BellSouth shall provide the CNAM Database in accordance with the following:

13.7.1 BellSouth shall provide to MCIm all subscriber records used by BellSouth to create and maintain its Customer Name (CNAM) database, in a non-discriminatory manner. MCIm may combine this element with any other Network Element for the provision of any Telecommunications Service.

13.7.2 BellSouth shall provide MCIm all ILEC, CLEC, and independent Telco subscriber records used by BellSouth within its Customer Name (CNAM) database in a non-discriminatory manner. A complete list of ILECs, CLECs, and independent Telcos that are contained in the CNAM database should be provided.

13.7.3 Upon request, BellSouth shall provide an initial load of subscriber records via electronic data transfer of their CNAM Database. The NPAs included shall represent the entire BellSouth operating territory. The initial load shall reflect all data that is current as of one business day prior to the provision date.

13.7.4 On a daily basis, BellSouth shall provide updates (end user and mass) to the CNAM Database Information via electronic data transfer. Updates shall be current as of one business day prior to the date provided to MCIm.

13.7.5 CNAM data shall be provided at TELRIC and on the same terms and conditions that BellSouth provides to itself.

13.7.6 BellSouth shall provide complete refresh of the CNAM data upon mutual agreement of BellSouth and MCIm and subject to applicable charges pursuant to Attachment I.

13.7.7 MCIm and BellSouth, upon mutual agreement, will designate a Technically Feasible point at which the data will be provided.

13.7.8 This section addresses data format requirements and data inclusion requirements for CNAM data information exchange between BellSouth and MCIm. BellSouth shall provide MCIm the following:

13.7.8.1 List of NPA-NXX's relating to the CNAM records being provided.

13.7.8.2 Dates MCIm should not expect to receive daily update activity.

13.7.8.3 List of Community Names expected to be associated with each of the NPA-NXX's for which listing records shall be provided.

13.7.8.4 List of Independent Company names and their associated NPA-NXX's for which their data shall be included in BellSouth's CNAM data.

13.7.8.5 List of CLEC names and their associated NPA-NXX's for which their data shall be included in BellSouth's CNAM data.

13.7.8.6 Listing volume totals by directory section, NPA, and state.

13.7.8.7 Average daily update volume by directory section, NPA, and state.

13.7.9 Data Processing Requirements: BellSouth and MCIm shall mutually agree to standards on the following data processing requirements:

13.7.9.1 Identify type of tape to be used in sending the test and initial load data. For example, reel or cartridge tape.

13.7.9.2 BellSouth will, due to the size of an initial load, provide the records on magnetic tape and the daily update activity via electronic data transfer.

13.7.9.3 Daily update Information shall be provided to MCIm on the same day as the change occurred through the electronic data transfer medium NDM.

13.7.9.4 Identify tape or dataset label requirements.

13.7.9.5 Identify tracking information requirements. For example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given tape/dataset.

11.7.1 {BST Language} Calling Name (CNAM) Database Service

11.7.2 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

11.7.3 The Agreement for Calling Name (CNAM) with standard pricing is at the rates set forth in Attachment 1 to this Agreement. MCIm must provide to its account manager a written request with a requested activation date to activate this service. If MCIm is interested in requesting CNAM with volume and term pricing, MCIm must contact its account manager to request a separate CNAM volume and term Agreement.

11.7.4 SCPs/Databases shall be equal to or better than all of the requirements for SCP's/Databases set forth in the applicable industry standard technical references.

Section 14. Tandem Switching

14.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

14.2 Technical Requirements

14.2.1 Tandem Switching shall comply with the specifications set forth in Appendix 1 of this Attachment. Such specifications include, at a minimum, the following:

14.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

14.2.1.2 Based on the line class codes established by MCIm at the BellSouth end office, Tandem Switching shall provide screening and routing as designated by MCIm;

14.2.1.3 Tandem Switching shall provide recording of all billable events designated by MCIm;

14.2.1.4 When Technically Feasible, and requested via BFR by MCIm, Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features;

14.2.1.5 Based on the line class codes established by MCIm in BellSouth's end office, Tandem Switching shall provide connectivity to Operator Systems as designated by MCIm;

14.2.1.6 Tandem Switching shall provide access to Toll Free number portability database as designated by MCIm;

14.2.1.7 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, Dial Pulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

14.2.1.8 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

14.2.1.9 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

14.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.

14.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between an MCIm end office and the end office of another CLEC in accordance with Attachment 4 of this Agreement).

14.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

14.2.5 Tandem Switching shall record billable events and provide the billing information to MCIm in accordance with the requirements of Attachment 8 of this Agreement.

14.2.6 BellSouth shall perform, at Parity and on a nondiscriminatory basis, routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by MCIm and where available, the results and reports of testing performed in response to a trouble report shall be made available to MCIm.

14.2.7 Tandem Switching shall be capable of controlling congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on MCIm traffic shall be at parity with controls being provided or imposed on BellSouth traffic (e.g., BellSouth shall not block MCIm traffic in a discriminatory manner).

14.2.8 Tandem Switching shall route calls to BellSouth or MCIm endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by MCIm. Detailed primary and overflow routing plans for all interfaces available within the BellSouth switching network shall be mutually agreed to by MCIm and BellSouth. Such plans shall meet MCIm requirements for routing calls through the local network.{ BELLSOUTH Language-- Notwithstanding the provisions of Section 14.3.4, Tandem Switching shall not be used to route OS or DA calls, either directly or on an overflow basis. – BST language}

14.2.9 Tandem Switching shall process originating toll-free traffic received from an MCIm local switch.

14.2.10 In support of AIN triggers and features, Tandem Switching, when Technically Feasible and requested via BFR by MCIm, shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element.

14.2.11 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.

14.3 Interface Requirements - Tandem Switching

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

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

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

14.3.4 Tandem Switching shall provide an alternate final routing pattern for MCIm traffic overflowing from direct end office high usage trunk groups.

Section 15. Cooperative Testing

MCIm and BellSouth shall perform cooperative testing based on the requirements of Appendix 1 of this Attachment, and such testing shall be performed as set forth in Attachment 8 of this Agreement.

Section 16. Basic 911 and E911

See Attachment 9.

Section 17. Directory Assistance Data

See Attachment 9.

Appendix I
Attachment 3

Table of Technical References

Loop Concentrator/Multiplexer ("LC/M") Technical and Interface Requirements
BellSouth TR73600, Unbundled Local Loop Technical Specifications { BellSouth language}
Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
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ANSI T1.403-1995, Carrier to Subscriber Installation, DS1 Metallic Interface Specification;
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Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
SS7 Network Interconnection **Additional Requirements**
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Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
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Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
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FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore , 1994 Edition.

ATTACHMENT 4

INTERCONNECTION

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INTERCONNECTION

Bold language is in dispute, and is language proposed by MCI unless otherwise indicated. (BST language is in bold underline. Normal font language is agreed to by the parties.

1. Network Interconnection Methods

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIm, BellSouth shall provide Interconnection to MCIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.1.1 BellSouth shall not require MCIm to establish trunks for local interconnection to points other than the Point of Interconnectionbecause of a particular service offered by BellSouth to its customers (e.g. Uniserv or ZipConnect).

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIm may designate a Point of Interconnectionat any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in Section 1.5, below.

1.3 MCIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect

1.3.1 If MCIm determines to establish new or change existing Points of Interconnecion with BellSouth, it will provide written notice of the need to establish or change such Interconnection to BellSouth. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 6 of this Attachment.

1.4 MCIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIm NXXs are "homed." It is MCIm's responsibility to enter its own NPA/NXX access tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIm to home its NPA/NXX(s) on a BellSouth tandem, MCIm's NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System ("BRIDS") and the Local Exchange Routing Guide ("LERG"). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, **including, but not limited to,** the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.4 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.5. BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIm and as described in this Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete the Interconnection arrangement by the desired Interconnection Activation Date.

1.4.6 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities. {Upon request of MCIm—MCI language}, {Upon mutual agreement by both Parties, the—BST language} Parties {shall –MCI language} {may-BST language} interconnect using a Joint Fiber Facility (i.e., a Fiber Meet or a Joint Optical Interconnection).

1.6.1 **Joint Optical Interconnection**

1.6.1.1 If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 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.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIm Interconnection Wire Center ("MCIm Wire Center").

1.6.1.5 MCIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIm's Wire Center and MCIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIm shall take the fiber from the manhole and terminate it inside MCIm's Wire Center in the FOT equipment at MCIm's expense.

Unless otherwise limited by existing equipment constraints in Section 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 The MCIm facility shall be designated as the Primary Route, and the BellSouth facility shall be designated as the Secondary Route. In the event of a service interruption on the Primary Route, caused by a problem in MCIm's SONET equipment, MCIm shall be deemed to have leased Dedicated Transport from BellSouth for MCIm's transit traffic, for the duration of the service interruption that transit traffic is routed

over the Secondary Route. MCIm shall pay BellSouth for the minimum amount of Dedicated Transport necessary to provision the number of trunks used for transit traffic. The charges for Dedicated Transport shall be pro rated on a daily basis, for each day, or fraction thereof, that transit traffic is routed over the Secondary Route. There shall be no charge for Dedicated Transport provided the Secondary Route is used less than 2 hours. If MCIm transits traffic for BellSouth, this Section 1.6.1.8 shall not apply in any circumstance.

1.6.1.9 Except as set forth in Section 1.6.1.8, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic. Charges for the use of the JOI for transit traffic shall be billed by MCIm to the appropriate carrier.

1.6.1.10 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.11 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.12 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.2 Fiber Meet

1.6.2.1 If MCIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. . The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given

priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIm Interconnection Wire Center ("MCIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection { **BellSouth language -- <u>outside the BIWC</u>}** as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIm, BellSouth shall allow MCIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 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.

1.6.2.7 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.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access

Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in Section 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing equipment **when the last DS3 system in the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities within two months of the identification of the need to augment existing facilities, or sooner, if facilities exhaust is imminent.**

2. Interconnection Trunking Arrangements

2.1 General

2.1.1. The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

{BST language -- 2.1.1.2 BellSouth and MCIm shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIm interconnection request that deviates from the standard trunking architectures as described in this Agreement that affects traffic delivered to MCIm from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require MCIm to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries the Parties' local and intraLATA toll traffic only, excluding trunking that carries Transit Traffic, the Parties shall be compensated for the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by each Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. The Parties shall be compensated for nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.}

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIm based on MCIm's NXX Access Tandem homing arrangement as specified by MCIm in the national Local Exchange Routing Guide (LERG).

2.1.1.7 In the event that MCIm becomes an IXC, the IXC's Feature Group D (FG D) trunking must remain separate from the local interconnection trunking.

{BellSouth language -- 2.1.1.8 Two-Way Trunking Requirements:

The following requirements apply to two-way trunking that carries the Parties local and intraLATA toll.

1. MCIm will initiate two-way trunk requests to BellSouth. The use of and quantity of two-way trunking shall be mutually agreed upon and shall be jointly provisioned in accordance with Section 5 of this Attachment.

2. The Point of Interconnection 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 Interconnection, each company will establish its own Point of Interconnection and order one-way trunks.

3. MCIm will order trunks using access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIm.

4. BellSouth and MCIm must agree on traffic engineering parameters that will be used in the engineering of the trunk groups.

5. BellSouth and MCIm must agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

6. Establishing a two-way trunk group does not preclude BellSouth or MCIm from adding one-way trunk groups within the same Local Calling Area.

7. For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 End Office until Local Number Portability is deployed in that End Office.

8. BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interconnection, and MCIm will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interconnection.

2.1.1.9 BellSouth Access Tandem Interconnection Architectures

2.1.1.9.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.1.9.2. Basic Architecture

2.1.1.9.2.1 In this architecture, MCIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers . This group also carries MCIm 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 MCIm. The Two-way Trunking Requirements described in this Attachment 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 Basic Architecture is illustrated in Exhibit B.

2.1.1.9.3 One-Way Trunking Architecture

2.1.1.9.3.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries CLEC-1-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 CLEC-1 end-users. A third two-way trunk group is established for CLEC-1's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 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. The One-Way Trunking Architecture is illustrated in Exhibit C.

2.1.1.9.4 Two-Way Trunking Architecture

2.1.1.9.4.1 The Two-Way Trunking Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between CLEC-1 and BellSouth. To establish this architecture, CLEC-1 and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. In addition, a two-way transit trunk group must be established for CLEC-1's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 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. The Two-Way Trunking Architecture is illustrated in Exhibit D.

2.1.1.9.5 Supergroup Architecture

2.1.1.9.5.1 In the Supergroup Architecture, the Parties Local and IntraLATA Toll and CLEC-1's Transit Traffic is exchanged on a single two-way trunk group between CLEC-1 and BellSouth. To establish this architecture, CLEC-1 and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 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. The Supergroup Architecture is illustrated in Exhibit E.}

{MCI language -- 2.1.1.2 Local Interconnection Trunk Groups must be capable of operating as two-way trunks carrying traffic to and from MCIm and to and from BellSouth.

2.1.1.3 At MCIm's request, the Parties agree to work cooperatively to combine all functionalities of local, intraLATA toll and, transit traffic (including, but not limited to, switched access traffic) on a single Interconnection trunk group ("Combination Interconnection Trunk Group"). Whenever the use of Combination Interconnection Trunk Groups is determined by the Parties to be feasible, and ordering and billing procedures have been established:

2.1.1.3.1 Any new trunk groups may be ordered using the Combination Interconnection Trunk Group option; and

2.1.1.3.2 Upon MCIm's request, the Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection and switched access trunk groups to the use of Combination Interconnection Trunk Groups within six months from that time.

2.1.2. One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIm.}

2.1.4 Where necessary, BellSouth shall load MCIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.2 **Local Interconnection Trunking Arrangements**

2.2.1 LATA Wide Termination. MCIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIm-originated intraLATA toll and local traffic, that is transported by BellSouth for termination to BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIm may elect to send its originating traffic to any access tandem in the LATA, for completion

by BellSouth, regardless of which other tandems in the LATA to which MCIm has trunks. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCIm must still establish trunks at all BellSouth access tandems where MCIm NXXs are "homed". MCIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 **Tandem Level Termination** MCIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIm routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, MCIm agrees to pay BellSouth the associated transport and termination charges.

2.2.6 In addition to the trunking arrangements described above, either Party may establish End Office-to-End Office or End Office-to-Tandem or Tandem-to-Tandem trunk groups. In the case of host-remote End Offices, trunking arrangements may be established at the location of the host at MCIm's option.

2.2.5 Where the Parties deliver miscellaneous calls (i.e., time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.6 At MCIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIm's originating traffic, , effectively operating them as if they were one-way trunk groups.

2.2.7 BellSouth shall provision trunks without any user restrictions (e.g., option for two-way trunking where mutually agreed to, and no trunk group fragmentation by traffic types except as specified in this Agreement.

2.2.8 BellSouth shall provide to MCIm, on diskette(s) or in any other manner that the parties agree to, on a one-time basis when requested by MCIm, an all-inclusive list (BellSouth, LEC, CLEC and EAS NXX's) of NXX's pertaining to section 2.2.1, above, that creates parity with that which BellSouth provides to itself. MCIm may require, upon request, updates to this list.

2.3 Switched Access Trunking Arrangements

2.3.1 At its option, MCIm may order two-way transit trunk groups to each BellSouth access tandem where MCIm has its NXX's homed for the joint provisioning of Switched Access Servicesin accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.3 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIm to subtend the BellSouth Access Tandem nearest to the MCIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.2 At MCIm's request, where MCIm is providing the switching, MCIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIm customer.

2.3.5 All originating Toll Free Service calls for which MCIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIm for any queries requested by MCIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.6 All post-query Toll Free Service calls for which MCIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.7 Originating 950 calls delivered to BellSouth's tandem from MCIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

{BST language -- 2.3.8 MCIm agrees not to deliver switched access traffic to BellSouth for termination except over MCIm ordered switched access trunks and facilities.}

2.3.11 Combination Interconnection Trunk Groups

2.3.11.1 At MCIm's request, the Parties agree to work cooperatively to combine all functionalities of Local Interconnection and and switched access trunk groups on a single Interconnection trunk group ("Combination Interconnection trunk group").

2.3.11.2 Whenever the use of Combination Interconnection trunk groups is determined to be feasible, and ordering and billing procedures have been established:

2.3.11.2.1 Any new trunk groups may be ordered using the Combination Interconnection trunk group option; and

2.3.11.2.2 Upon MCIm's request, the Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection and switched access trunk groups to the use of Combination Interconnection trunk groups within six months from that time.**3. Signaling**

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding ("ESF B8ZS"). Where ESF/B8ZS is not available, MCIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any and upon MCIm's request for those areas not currently ESF/B8ZS compatible.

4.1.1 Where MCIm is unwilling to utilize an alternate interconnection protocol, MCIm will provide BellSouth an initial forecast of 64 Kbps Clear

Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunkc Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Carrier Identification Code ("CIC") and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling("CCS")-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

4. Reporting

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIm's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCIm's switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds)

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour

4.2.2.2 Twenty-four (24) hours per day (0000-2400)

4.2.2.3 Seven (7) days per week (including holidays)

4.2.2.4 Fifty-two (52) weeks per year

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

5. Forecasting

5.1. The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIm forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the

General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1. Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3. Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2. The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. 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. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1. If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2. If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.3. Each party shall provide a specified point or points of contact for planning forecasting and trunk servicing purposes.

6. Servicing

6.1. Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impacts the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIm interconnects with a third party through BellSouth, MCIm is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIm interconnection trunk groups.

7. Network Management

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. MCIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. **MCIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.**

7.3 Mass Calling - MCIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each parties' mass calling codes as local traffic. Parties agree that each will put in placecontrols for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (aka "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

8. Third Party Transit Traffic

8.1. Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 10 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

9. Compensation For Call Termination

9.1. General

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIm and BellSouth will be classified as Local Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded , otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the **telephone number** assigned to the trunk group for recording purposed will be inserted in the BTN field.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each

Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

9.3.1 Local Traffic does not include {BST language -- 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 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 reciept of reciprocal compensation or any other benefit that may be derived solely from establishing or maintaining the network connection.} {MCI language -- , and the Parties shall not pay reciprocal compensation for calls where a Party will sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.}

9.3.2 Local Traffic {MCIm LANGUAGE includes} BELLSOUTHLANGUAGE does not include} traffic directed to Internet Service Providers.

9.3.3 {BSt language -- Switched Access Traffic is as defined in the BellSouth Access Tariff. Additionally, IP Telephony traffic will be considered switched access traffic.} {MCI language -- Designation of Local Traffic is not dependent on the type of switching technology used, including packet switching.}

9.4 {BST language -- The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting

and terminating local traffic on each other's network. The Parties agree that the rates for transport and termination of calls on its respective networks are as set forth in Attachment 1 of this Agreement.} {MCI languageThe rates for transport and termination of Local Traffic that BellSouth and MCIm charge each other are set forth in Attachment 1 of this Agreement. }

{BST language -- 9.4.1 For the purposes of this Attachment, Common (Shared) Transport is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.

9.4.2 For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, 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. }

9.4.4 If MCIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

{BST language 9.10 The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. For the purpose of delivery of BellSouth originating traffic to MCIm, BellSouth will pay to MCIm reciprocal compensation for Local Traffic terminating to MCIm end users physically located in

the BellSouth rate center to which the MCIm end user's NPA/NXX is assigned. If MCIm assigns NPA/NXXs to specific BellSouth rate centers and assigns numbers from those NPA/NXXs to MCIm end users physically located outside of the rate center to which the NPA/NXX is assigned, BellSouth traffic originating from within the BellSouth rate center where the NPA/NXX is assigned and terminating to a MCIm customer physically located outside of such rate center, and at a location toll to the BellSouth originating rate center, shall not be deemed Local Traffic, and no compensation from BellSouth to MCIm shall be due therefor. Further, MCIm agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to MCIm at BellSouth's tariffed intrastate switched access rates. In addition, MCIm should not use NPA/NXXs to collect BellSouth originated local or intraLATA toll traffic and for delivery to a point outside the LATA from where the originating NPA/NXX rate center resides.

9.4.6 If MCIm does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole MCIm NPA/NXXs on which to charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if MCIm can provide sufficient information for BellSouth to determine whether said traffic is local or toll.}

{MCI language -- 10.4.2 Where MCIm's switch serves a geographic area comparable to the area served by BellSouth's tandem switch, MCIm shall charge BellSouth the same rates BellSouth would charge MCIm for transport and termination of Local Traffic from BellSouth's tandem switch to BellSouth's End Users.

10.4.2.1 Transport (where used) – compensation for the transmission and any necessary tandem switching of Local Traffic.

10.4.2.2The rate for common transport is set forth in Table 1 of Attachment I under the heading "Local Interconnection (Call Transport and Termination)." For the purposes of this Section, both Parties shall bill each other the average mileage of all End Offices subtending the applicable BellSouth Tandem Office.

10.4.2.3 The rate for tandem switching is set forth in Table 1 of Attachment I under the heading "Local Interconnection (Call Transport and Termination)." The tandem switching rate includes any switching by subtending Tandem Offices. Where MCIm's Switch serves a geographic area comparable to the area served by BellSouth's Tandem Switch, MCIm shall charge BellSouth for transport in accordance with this Section.}

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

{MCI language 9.5.1 When MCIm delivers a MCIm end user originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIm shall compensate BellSouth at BellSouth's Commission filed and effective intrastate Switched Access tariff. When BellSouth delivers a BellSouth end user originated intraLATA toll call to MCIm for termination to a MCIm end user, BellSouth shall compensate MCIm at MCIm's Commission filed and effective intrastate Switched Access tariff. The Parties shall charge the appropriate intraLATA toll carrier, based on the carrier selected for that call, for the origination and termination of intraLATA toll calls in accordance with each Party's respective Commission filed and effective Switched Access tariff. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394. }

{BST language 9.5.2 When an intraLATA toll call originates from a 3rd party that transits the BellSouth network via a BellSouth tandem switch and terminates to an MCIm End User, BellSouth will forward the terminating EMI messages to MCIm for billing purposes. These messages will be formatted as EMI 1101XX records and contain the appropriate Carrier Identification Code of the orginating party. BellSouth will populate the "From Number NPA" and "NXX" in the EMI record with NPA/NXX belonging to the 3rd party originating the call. MCIm will render its termination charges, if any, to the orginating 3rd party purusant to applicable contract language betwe MCIm and the 3rd party. MCIm will then forward to BellSouth an 1150XX meet point billng record in order for BellSouth to render BellSouth charges to the 3rd Party pursuant to applicable contract language between BellSouth and the 3rd party. }

9.5.3 {BST language -- When an intraLATA toll call originates from MCIm that transits the BellSouth network via a BellSouth tandem switch and terminates to a 3rd Party End User, BellSouth will forward the terminating EMI messages to the 3rd Party for billing purposes. These messages will be formatted as EMI 1101XX records and

contain MCIm's Carrier Identification Code and NPA/NXX. The 3rd Party will render its termination charges, if any, to MCIm pursuant to applicable contract language between MCIm and the 3rd Party. BellSouth shall render BellSouth transit traffic charges to MCIm for functions performed pursuant to the rates in this Agreement.} {MCI language -- When BellSouth acts as an intraLATA toll carrier, it shall pay originating and terminating access charges to the appropriate LECs.}

10.5.2 When a Party originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls.

{BST language -- 9.5.5 When MCIm records an originating intraLATA Toll Free call transported by BellSouth, MCIm shall provide to the terminating company, whether BellSouth or a 3rd party, the appropriate records necessary for billing intraLATA 8XX service to the terminating company's End User customers. The records provided will be in standard EMI format.

9.5.6 Upon MCIm's request, BellSouth shall provide 8XX database query access to MCIm. Database query access requires interconnection from MCIm to BellSouth's 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specifications document TR-TSV-000905. MCIm shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points service to the 8XX SCPs that MCIm desires to query. BellSouth shall charge MCIm the cost of the database query access pursuant to BellSouth's Intrastate Access Service Tariff. }

9.6 Determination of Jurisdiction

10.6.1 { MCIm LANGUAGE The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU, PIIU, and PLU.}

9.6.1 {BELLSOUTH LANGUAGE The jurisdiction of traffic will be determined based on the jointly exchanged industry standard jurisdictional factors, such as PIU and PLU.}

9.7 Compensation for the Termination of Local Transit Traffic

9.7.1 For calls that transit BellSouth's network, whether they originate from MCIm and terminate to a third party LEC, CLEC or CMRS provider, or originate from that third party and terminate to MCIm, and transit BellSouth's network, MCIm may require BellSouth to make arrangements directly with that third party for any compensation owed in connection with such calls on MCIm's behalf, or deal directly with that third party, at MCIm's option.

10.7.1.1 If MCIm requires BellSouth to make arrangements directly with a third party LEC, CLEC or CMRS provider on MCIm's behalf, BellSouth shall compensate MCIm for such calls terminating to MCIm using MCIm's rates as described herein, and charge MCIm for such calls terminating to that third party as if such calls had terminated in BellSouth's network, using BellSouth's rates as described herein.

10.7.2 {MCI Language}If MCIm deals directly with a third party LEC, CLEC or CMRS provider, neither Party may charge the other for such traffic. The Parties will instead establish appropriate billing relationships directly with that third party. The Parties shall, however, provide each other with any information necessary to measure and bill for such traffic.

9.7.2**{Bellsouth Language}**Transit Traffic Service. Rates for transiting local transit traffic shall be as set forth in Attachment 1 of this Agreement. 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 MECAB guidelines.

10.7.3 The Parties agree to deliver this traffic to the terminating carrier; provided, however, that the originating Party is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the transiting Party's network. The transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

9.8 Compensation for Switched Access Traffic

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to IXCs via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge IXCs in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to IXCs for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Inteface ("EMI") format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available

concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at BellSouth's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, the SBC will be liable to the IBC for the amount of lost revenue. The IBC shall provide the SBC with documentation to substantiate the claim of the IXC's refusal to pay.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the SBC's Switched Access tariffs for estimating usage. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, the IBC will be liable to the SBC for the amount of lost revenue. The SBC shall provide the IBC with documentation to substantiate the claim of the IXC's refusal to pay.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access – Terminating to or originating from MCIm Customers

Rate Element	Company
Carrier Common Line	MCIm
Local Switching	MCIm
Interconnection Charge	MCIm
Common Trunk Port	MCIm
Tandem Transport Fixed	50% MCIm / 50% BellSouth

Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

10.9.2 Intrastate Switched Access – Terminating to or originating from MCIm Customers

Rate Element	Company
Carrier Common Line	MCIm
Local Switching	MCIm
Interconnection Charge	MCIm
Common Trunk Port	MCIm
Tandem Transport Fixed	50% MCIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

10.10 Compensation for the Termination of Traffic to Ported Numbers

10.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 {MCIm Language} When MCIm orders and uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered and used shall be considered part of MCIm's network for the purpose of calculating reciprocal compensation and switched access charges in this Attachment.

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Bold language is in dispute, and is language proposed by MCI unless otherwise indicated. Normal font language is agreed to by the parties.

COLLOCATION

Section 1. Introduction

This Attachment contains the requirements for Collocation. As set forth below, BellSouth must provide physical collocation within its premises on a first come, first served basis at the rates set forth in Attachment 1 of this Agreement. BellSouth premises include BellSouth's central offices and serving wire centers, as well as all building or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth facilities on public rights-of-way, including, but not limited to, vaults containing loop concentrators or similar structures ("Premises"). If MCIm requests collocation at Premises other than a BellSouth central office or serving wire center, the Parties shall negotiate terms and conditions, including rates, at the time of the request. At MCIm's option, if space is exhausted, collocation may be virtual or, where technically feasible, adjacent. Where space is available, MCIm may collocate using the following options: caged, shared caged, cageless collocation. BellSouth also shall provide physical or virtual collocation to MCIm, using any other technically feasible method, under terms and conditions to be negotiated by the parties upon request by MCIm. MCIm is entitled to a presumption that a method is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.

Section 2. Physical Collocation

2.1 General Requirements

2.1.1 If space is available or can be made available pursuant to applicable laws or regulations, BellSouth agrees to provide physical collocation space on its Premises, as requested by MCIm, for MCIm's interconnection and access to Network Elements. If available, BellSouth will offer MCIm space that has already been prepared and conditioned for collocation, provided, however, that additional conditioning and preparation of the space may be necessary to meet MCIm's requirements.

2.1.1.1 Application Process

Application for Space. MCIm shall submit an application document when MCIm or MCIm's Guest(s), as defined in Section 4.1, desires to request or modify the use of the Collocation Space.

2.1.1.2 Initial Application. For MCIm or MCIm's Guest(s) initial equipment placement, MCIm shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as set forth in Attachment 1 of this Agreement. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in MCIm's Collocation Space(s) and an estimate of the amount of square footage required.

2.1.1.3 {Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application 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) business days of receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by MCIm or differently configured, MCIm must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order. – BST language}

2.1.1.4 Bona Fide Firm Order. MCIm shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. All Bona Fide Firm Orders must be submitted on 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 described in Section 7.1. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to MCIm's Application/Inquiry. If BellSouth needs to reevaluate MCIm's application as a result of changes requested by MCIm to MCIm's original application, then BellSouth will charge MCIm a fee based upon the additional engineering hours required to do the reassessment. In this event, BellSouth's provisioning interval will not start 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 described in Section 7.1 have been paid.

2.1.1.5 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. If desired by MCIm, MCIm shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service MCIm's Collocation Space. Both parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity, etc.) known to that party.

2.1.1.6 Cancellation. If, at anytime, MCIm cancels its order for the Collocation Space(s), MCIm will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount MCIm would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

2.1.1.7 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unoccupied space in the Central Office Premises. MCIm will be responsible for any justification of unoccupied space within its space, if such justification is required by the appropriate state Commission. BellSouth shall comply with

47 CFR 51.321(f) and any applicable Commission rules or orders.

2.1.1.8 Termination. Except where otherwise agreed to by the Parties, MCIm may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, MCIm at its expense shall remove its equipment and other property from the Collocation Space. MCIm shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of MCIm's Guests; provided, however, that MCIm shall continue payment of monthly fees to BellSouth until such date as MCIm has fully vacated the Collocation Space. Should MCIm fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of MCIm at MCIm's expense and with no liability for damage or injury to MCIm's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, MCIm shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the MCIm except for ordinary wear and tear. MCIm 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.

2.1.2 BellSouth will allow MCIm to collocate in any unused space in BellSouth's Premises, without requiring the construction of a cage, or similar structure or enclosure, and without requiring the creation of a separate entrance to MCIm's collocation space. BellSouth may require MCIm to use a central entrance to BellSouth's building, but may not require construction of a new entrance for MCIm' use, and once inside the building, BellSouth must permit MCIm to have direct access to MCIm's equipment, including demarcation points, twenty-four (24) hours per day, seven (7) days per week, pursuant to safety requirements in Section 6.3 of this Attachment.

2.1.2.1 If MCIm change[es] locks for the protection and security of its equipment, it will provide BellSouth with duplicate keys.

2.1.3 BellSouth shall make collocation space available in single

bay increments, meaning that MCIm can purchase space in increments small enough to collocate a single rack, or bay, of equipment.

2.1.4 Demarcation Point. {**BellSouth will identify to MCI the location(s) of possible demarcation points available to MCI on a per arrangement basis, and MCI will designate from these options the point(s) of demarcation between MCIm's collocated equipment and BellSouth's equipment. – MCI language**} {**BellSouth will designate the point(s) of demarcation between MCIm's collocated equipment and BellSouth's equipment. –BST language**} At MCI's request, BellSouth shall use its best efforts to {**designate—BST language**} {**identify—MCI language**} the closest demarcation point to MCI's equipment that is available. {**MCI language**} **No cross connect charges shall apply if MCIm provides the necessary connection(s) from its collocation space to such demarcation point(s).** Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For circuits and loops that BellSouth normally terminates on a BellSouth conventional distributing frame, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. MCIm shall be responsible for providing, and MCIm's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling. For DS-1 and DS-3 cross connections, the demarcation point shall be on a DSX frame. For fiber cross connections, the demarcation point shall be on an LGX frame. MCIm or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within the collocation space to activate service requests.

2.1.5 BellSouth will respond to requests for space within ten (10) business days, stating whether or not space is available.

2.1.5.1 Reporting. Upon request from MCIm, 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 for the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.1.5.2 The request from MCIm must be written and must include the Premises and Common Language Location

Identification (CLLI) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. BellSouth will respond to a request for a particular Premises within ten (10) business days of receipt of such request.

2.1.6 Public Notification. BellSouth must maintain a publicly available document, posted for viewing on BellSouth's publicly available Internet site, indicating all Premises that are full, and must update such a document within ten days of the date at which a Premises runs out of physical collocation space. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Premises previously on the space exhaust list. This notice will be posted within ten days of BellSouth's notification to the state commission of its intent to withdraw a previously filed Petition for Waiver under 47 U.S.C. Sec. 252(c)(6). BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.1.7 BellSouth will remove obsolete unused equipment from its Premises upon reasonable request by MCIm.

2.2 Denial of Space.

2.2.1 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the state commission pursuant to 47 U.S.C. 251(c)(6).BellSouth shall submit to the state commission, subject to any protective order as the state commission may deem necessary, detailed floor plans or diagrams of any Premises where BellSouth claims that physical collocation is not practical because of space limitations. If the state commission adopts rules and regulations regarding the content and timeframe for filing petitions for waivers, BellSouth will comply with said rules and regulations. If it is MCIm's request for space that leads BellSouth to file a request for waiver, BellSouth will provide to MCIm, upon request from MCIm, a copy of the information filed with the state commission. BellSouth will provide such a copy within five business days of MCIm's request or the filing with the state commission, whichever is later.

2.2.2 Denial of Application. After notifying MCIm that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow MCIm, upon request, to tour the entire Premises within ten (10) business days of such Denial of

Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application. Any request received by BellSouth later than five (5) business days after MCIm's receipt of BellSouth's Denial of Application will be fulfilled within five (5) business days of the request.

2.2.3 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 the position of the telecommunications carriers on said waiting list. Upon request BellSouth will advise MCIm as to its position on the list.

2.2.4 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. If the state commission orders BellSouth to provide Virtual Collocation to MCIm at rates different from those set forth in FCC Tariff No. 1, then the state commission ordered rates shall supercede those set forth in the tariff. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, MCIm may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and MCIm may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. 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, MCIm 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 MCIm, such information will be provided to MCIm in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to MCIm within 180 days of BellSouth's written denial of MCIm request for physical collocation, and (ii) MCIm was not informed in the written denial that physical collocation space would become available within such 180 days, then MCIm 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..

MCIm 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.

2.2.4.1 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; and (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

Section 3. Adjacent Collocation

3.1 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by MCIm and in conformance with BellSouth's reasonable safety and maintenance requirements. Further, MCIm 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 negotiated at the time of the request for Adjacent Collocation, provided that negotiation of rates will not delay the installation or operation of the Adjacent Arrangement. Negotiated rates must comply with state and federal laws. If the Parties cannot reach agreement on the appropriate rates for adjacent collocation and the issue must be brought before the state commission, MCIm will pay to BellSouth the floor space rate set forth in Attachment I, subject to true up. At the time they are negotiated, the Parties may agree that negotiated rates may be subject to true up consistent with any applicable order of the state commission.

3.2 Should MCIm elect such option, MCIm must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's reasonable safety and maintenance requirements, which are incorporated by reference and attached as Exhibit A to this Attachment. Should either Party propose any changes to the requirements set forth in Exhibit A, the Parties shall amend this Agreement to incorporate such changes. If the Parties are unable to agree on the proposed changes, the Party opposing the changes shall promptly pursue dispute resolution pursuant to Section 23 of Part A of this Agreement. Where local building codes require enclosure specifications more stringent than BellSouth's standard specifications set forth in Exhibit A, MCIm and MCIm's contractor must comply with local building code requirements. MCIm's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. MCIm must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access MCIm's locked enclosure prior to receiving MCIm's permission to enter the enclosure. BST will notify MCIm of any emergency entry into MCIm's enclosure.

3.3 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's reasonable safety and maintenance requirements. BellSouth may require MCIm, at MCIm's sole cost, to correct any deviations from BellSouth's guidelines and 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. If the nature and gravity of the deviation requires the removal of the entire adjacent arrangement enclosure, the Parties will mutually agree to an alternative timeframe not to exceed thirty (30) business days.

3.4 MCIm shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth demarcation point. At MCIm's option, BellSouth shall provide a**n AC or DC** power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

Section 4. Shared/Common Caged Collocation

4.1 Shared (Subleased) Caged Collocation. MCIm may allow other telecommunications carriers to share MCIm's caged collocation

arrangement pursuant to terms and conditions agreed to by MCIm ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. MCIm shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by MCIm that said agreement imposes upon the Guest(s) the same terms and conditions, excluding rates, for collocation space as set forth in this Agreement between BellSouth and MCIm.

4.2 MCIm 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 submits a single initial Application that covers both Host and Guest collocation, only one Application Fee will be assessed. If, subsequent to the initial placement of equipment in the collocation space, the Host submits a separate application for Guest collocation, a Subsequent Application Fee, as set forth in Exhibit A, shall apply. 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. Nothing in this Section shall prevent MCIm from paying BellSouth for any charges associated with MCIm's Guests with checks written by such Guests to Bellsouth, provided that MCIm remains responsible for such payments.

4.3 MCIm shall require all Guests to agree to limit BellSouth's liability to Guests to the same liability that BellSouth has to MCIm under this Agreement. MCIm shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature, asserted by an MCIm Guest against BellSouth, arising out of the presence of MCIm's Guests in the Collocation Space, except for claims, actions, causes of action, of whatever kind or nature arising out of or related to the interconnection between BellSouth and the Guests or BellSouth's provision of access to Unbundled Network Elements to the Guests directly, to the extent that such claims, actions, or causes or action exceed the limitation of liability required by this Section 4.3.

Section 5. Cageless Collocation

5.1 Except where local building code does not allow cageless collocation, BellSouth shall allow MCIm to collocate MCIm's equipment and facilities without requiring the construction of a cage or similar structure. Except where MCIm's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, MCIm must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to use of a BellSouth certified vendor.

Section 6. Virtual Collocation

6.1 {BELLSOUTH Language} Virtual collocation means MCIm may designate transmission equipment dedicated to MCIm's use, and may monitor and control MCIm circuits terminating at BellSouth's premises. BellSouth must install, maintain and repair such equipment, and must do so under the same intervals and with the same or better failure rates for performance of similar functions for comparable BellSouth equipment. Maintenance includes the change out of electronic cards provided by MCIm.

6.2 MCIm may, at its option, lease or sell equipment to BellSouth in order to obtain virtual collocation. MCIm may purchase the equipment from third parties, and will not be required to purchase the equipment from BellSouth. In the event collocation is converted from virtual to physical, and BellSouth owns the equipment, MCIm may purchase the equipment from BellSouth.

6.3 If virtual collocation is outside the central office, BellSouth will provide unbundled transport, and sub-loops or other access to copper distribution.

6.4 BellSouth will provide, as part of virtual collocation, digital cross connects.

Section 7. Additional Requirements

7.1 Type of Equipment

7.1.1 BellSouth shall permit the collocation of any type of equipment used or useful for interconnection or access to unbundled network elements. Whenever BellSouth objects to collocation of equipment by MCIm for the purposes within the scope of section 251(c)(6) of the Act, BellSouth shall

prove to the commission that the equipment will not be actually used by MCIm for the purpose of obtaining interconnection or access to unbundled network elements. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with National Equipment and Building Specifications performance standards. If BellSouth denies collocation of MCIm's equipment, citing safety standards, BellSouth must provide to MCIm within five business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends MCIm's equipment fails to meet. Equipment used for interconnection and access to unbundled network elements includes, but is not limited to: (1) Transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and (2) Equipment being collocated to terminate basic transmission facilities pursuant to 47 CFR 64.1401 and 64.1402, and (3) Digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. 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 MCIm to use all the features, functions, and capabilities of equipment collocated pursuant to this section, including, but not limited to, switching and routing features and functions and enhanced services functionalities.

7.1.2 Subject to requirements of this Attachment, MCIm may place or install in or on the Collocation Space such additional personal property and facilities, including storage for spare equipment, as it deems desirable for the conduct of business, provided that such property and facilities do not violate floor loading requirements, impose or could impose or contain or could contain unreasonable environmental conditions or hazards. Personal property, facilities and equipment placed by MCIm 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 MCIm at any time. Any damage caused to the Collocation Space by MCIm's employees, agents or representatives during the removal of such property shall be promptly repaired by MCIm at its expense.

7.2 Connections Between Carriers. Subject to Section 2.1.1 of this Attachment, MCIm may directly connect to other Collocators within the designated BellSouth Premise (including to its other virtual or physical collocated arrangements) through facilities owned by MCIm, another

Collocator or through BellSouth facilities designated by MCIm, at MCIm's option. Such connections to other carriers may be made using either optical or electrical facilities. MCIm may deploy such optical or electrical connections directly between its own facilities and the facilities of other Collocator(s) without being routed through BellSouth equipment.

If MCIm requests a co-Carrier cross-connect after the initial installation, MCIm must submit an application with a Co-Carrier Cross Connect Subsequent Application Fee at the rates set forth in Attachment 1 of this Agreement. BellSouth will use best efforts to assess the cost, pursuant to applicable law, of this type of request within 6-9 months of execution of this Agreement. If MCIm elects to have BellSouth provide the co-Carrier cross-connect, BellSouth shall place the cross-connect pursuant to a cross-connect order and no application or application fee will be required. In such cases, cross-connect charges will apply, and cable support structure charges will not apply. If MCIm elects to use its own facilities, MCIm must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the MCIm equipment and the equipment of the other Collocator are located within contiguous collocation spaces. In cases where MCIm's equipment and the equipment of the other Collocator are located in contiguous collocation spaces, MCIm itself 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 pro-rated non-recurring charge for the individual case will be assessed, and no recurring charges will apply for MCIm's use of the constructed cable rack. BellSouth shall complete cable rack construction at Parity. The term "co-Carrier" as used in this section is not intended to imply the existence of a joint venture or partnership between collocating carriers.

7.2.1 MCIm may choose to lease unbundled transport from BellSouth, or from a third carrier, rather than construct facilities to the BellSouth central office or facility where equipment will be collocated.

7.2.2 Charges for all services provided pursuant to this Attachment shall be as set forth in Attachment I.

7.3 Security

7.3.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own Premises either for their own employees or for authorized contractors. BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 4.1,

preceding, or authorized agents of MCIm will be permitted in the BellSouth Premises 24 hours per day each day of the week. MCIm 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 name and photo, and the MCIm name. BellSouth reserves the right to remove from its Premises any employee of MCIm not possessing identification issued by MCIm, unless such employee can provide other identification verifiable by BellSouth. Notwithstanding the foregoing, BellSouth shall not permit access to its Premises to an MCIm employee who does not have the necessary card access device. MCIm shall be solely responsible for ensuring that any Guest of MCIm is in compliance with all subsections of this Section 7.

7.3.1.1 MCIm shall provide the name and either the 1) date of birth or 2) driver's license number of each employee, contractor or agent provided access keys or cards ("Access Keys") prior to issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. MCIm shall be responsible for all Access Keys and for the return of all said Access Keys in the possession of MCIm employees, contractors, Guests, or agents after termination of the employment relationship or contractual obligation with MCIm or upon termination of this Attachment or the termination of occupancy of an individual collocation arrangement. MCI shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key or for failure to return an Access Key, MCIm shall pay all reasonable costs associated with re-keying.

7.3.1.2 MCIm shall submit to BellSouth the completed Access Control Request form (RF-2906-C) for all employees or agents requiring access to the Premises a minimum of 15 days prior to the date MCIm desires access to the Collocation Space.

7.3.2 BellSouth shall require MCIm employees to undergo the same level of security training as that applied to BellSouth's own employees and authorized contractors, but BellSouth must provide information to MCIm on the specific type of training required so that MCIm may, train its own employees.

7.3.2.1 BellSouth shall permit MCIm-designated employees and agents to access the Premises even if such employees or agents have not completed the required training; provided, however, that BellSouth shall require a security escort for such employees or agents and shall charge MCIm for such security escort.

7.3.3 BellSouth will use its best efforts to prevent harm or damage to MCIm's property and MCIm's employees and contractors while they are on BellSouth's Premises. BellSouth will restrict access to MCIm equipment by BellSouth employees and contractors and third parties to the extent necessary to perform their job functions. 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 MCIm when access to the Collocation Space is required. BellSouth shall provide the names of all personnel and agents entering the MCIm Space. MCIm may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that MCIm will not bear any of the expense associated with this work. Upon request from MCIm's security department, for the purposes of investigating an incident within the Premises, affecting MCIm's space or equipment, BellSouth will provide documentation regarding ingress and egress to the Premises.

7.3.4 While in MCIm space, BellSouth will comply at all times with its own security and safety procedures and requirements.

7.3.5 BellSouth will ensure that the area which houses MCIm equipment is adequately secured and monitored to prevent unauthorized entry. BellSouth will immediately notify MCIm's security department of any actual or attempted security breaches to the MCIm collocation space to the extent BellSouth becomes aware of such breaches.

7.3.6 Where collocation is cageless, these additional requirements apply at MCIm's request:

7.3.6.1 If MCIm uses locking cabinets to enclose equipment, operating racks, equipment spare parts, power feeds, and cable conduits, MCIm may limit access by BellSouth employees to emergencies only.

7.3.6.2 If the area where cageless collocation is located does not have an access card security system, BellSouth will install such a system. The access card system shall have a database which tracks and reports entrance and exit.

7.3.7 If surveillance is recorded on videotape, upon request from MCIm's security department for the purposes of investigating an incident within the Premises affecting MCIm's space or equipment, BellSouth will provide access to such videotapes.

7.3.8 MCIm shall place a plaque or other identification affixed to MCIm's equipment necessary to identify MCIm's equipment, and MCIm shall display a list of emergency contacts with telephone numbers.

7.3.8.1 Neither party will use the Premises for marketing purposes. Except as provided in Section 6.3.8, MCIm shall not place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

7.3.9 MCIm will be required, at its own expense, to conduct a statewide investigation of criminal history records for each MCIm employee being considered for work on the BellSouth Premises, for the states/counties where the MCIm employee 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.

7.3.10 MCIm shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions disclosed by an initial background check pursuant to Section 6.3.9. MCIm shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions except for misdemeanor pedestrian and traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any MCIm personnel who have been identified to have misdemeanor criminal convictions, provided, however, that such refusal has a reasonable basis. MCIm shall be deemed to have complied with the requirements of this Section pertaining to an individual employee(s) if, in good faith, it requests and receives from a competent vendor of background checking services a background check on the pertinent employee(s). MCIm shall not be required to warrant the reliability of the background checks. Notwithstanding the foregoing, in the event that MCIm chooses not to advise BellSouth of the nature and gravity of any misdemeanor

conviction, MCIm shall certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor pedestrian and traffic violations.

7.3.11 For each MCIm employee requiring access to a BellSouth Premises pursuant to this agreement, MCIm shall furnish BellSouth, prior to an employee 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 that the security training was completed by the employee.

7.3.12 Security Investigations. The Parties shall cooperate fully with one another's investigations, including interviews, with either Party's employees, agents, or contractors into allegations of wrongdoing or criminal conduct committed by or involving the other Party's employees, agents, or contractors. The Security departments of each Party shall be the single point of contact regarding said investigations. Additionally, the Parties reserve the right to bill one another for all costs associated with investigations involving their employees, agents, or contractors if it can be reasonably established that their employees, agents, or contractors are responsible for the alleged act. The Parties shall bill one another for property which is stolen or damaged where an investigation determines the culpability of the responsible Party's employees, agents, or contractors. Either party shall notify the other party in writing immediately in the event that it discovers one of its employees already working on the BellSouth Premises is a possible security risk. The Party who is the employer, shall discipline, consistent with its employment practices up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section.

7.3.13 Use of Supplies and Equipment. 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, including all associated investigative costs, may be charged to the offending Party.

7.3.14 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 located on the BellSouth Premises.

Charges for unauthorized telephone calls and all associated investigative costs may be charged to the offending Party.

7.3.15 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.

7.4 Environmental

The parties agree to utilize and adhere to the Environmental and Safety Principles identified as Exhibit B attached hereto.

7.4.1. Within **{ten (10) – BST proposal} {three (3) – MCI proposal}** business days of MCIm's written request for space, BellSouth shall provide any information in its possession or available to it regarding the environmental conditions of the space provided for placement of equipment and interconnection. Information is considered "available" under this Agreement if it is in BellSouth's possession, or the possession of a current agent, contractor, or employee of BellSouth's.

7.4.2 BellSouth shall allow MCIm to perform any environmental site investigations, including, but not limited to, asbestos surveys, which MCIm deems to be necessary in support of its collocation needs, at MCIm's expense. MCIm shall notify BellSouth in writing if the results show an environmental violation of state standards, in order that BellSouth can perform a thorough investigation to ensure compliance with the law.

7.4.3 BellSouth shall not propose space to MCIm that BellSouth knows has an environmental contamination or hazardous material, that pose a threat to human health or violate OSHA requirements, that cannot be remedied within the required provisioning interval, if other space is available within the subject Premises that does not have such environmental contamination.

7.5 Intraoffice Capacity.

7.5.1 BellSouth shall provide intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) as requested by MCIm to meet MCIm's need for placement of equipment, interconnection, or provision of service.

7.7 Provision of telephone jacks

7.7.1 BellSouth shall provide basic telephone service pursuant to the terms of this Agreement or under the applicable tariff for basic service, at MCIm's option, with a connection jack as requested by MCIm from BellSouth for the collocated space.

7.8 Space Conditions

7.8.1 BellSouth shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for MCIm's space and equipment.

7.9 Access to Basic Facilities

7.9.1 BellSouth shall provide access to eyewash stations, shower stations, and drinking water, where available, within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for MCIm personnel and its designated agents. BellSouth will provide MCIm reasonable access to basic facilities, such as restroom facilities and parking while at BellSouth's Premises.

7.9.2 BellSouth will allow temporary occasional use of convenience outlets where available while at BellSouth's Premises. For enclosed collocation space, if BellSouth constructs the enclosure, BellSouth will provide the collocation space with one AC outlet as part of the construction. If MCIm constructs the enclosure, MCIm would be responsible, through a certified vendor, for providing outlets and grounding the cage and running the necessary wiring from the BellSouth electrical panel to the collocation space. BellSouth will provide stumble lighting to the collocation space. For cageless collocation, MCIm will be permitted to use existing BellSouth stumble lighting and convenience outlets.

7.11 Confidential Information

7.11.1 Treatment of Confidential Information is subject to the provisions of Part A, Section 20 of this Agreement.

7.12 Compliance with Performance Standards

7.12.1 BellSouth shall participate in and adhere to negotiated service guarantees, and Performance Standards.

7.12.2 BellSouth shall comply with performance standards set forth in Attachment 10. BellSouth shall compensate MCIm in

accordance with Attachment 10 for any delays in the negotiated completion and turnover dates.

7.13 Notice of Work in or near Space

7.13.1 BellSouth shall provide MCIm with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by MCIm, or that is directly related to circuits that support MCIm equipment.

7.13.2 BellSouth will inform MCIm by telephone of emergency related activity that BellSouth or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by MCIm, or is directly related to circuits that support MCIm equipment . Notification of any emergency related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary so that MCIm can take any action required to monitor or protect its service.

7.14 Construction of Space

7.14.1 At MCIm's option and upon request, BellSouth shall construct cages in compliance with MCIm's collocation request as specified in the Bona Fide Firm Order. At MCIm's request, BellSouth shall permit MCIm to subcontract the construction of physical collocation arrangements with BellSouth Certified Vendors in accordance with BellSouth's guidelines and specifications and at MCIm's expense, provided however, that BellSouth shall not unreasonably withhold approval of contractors. Any deviation to MCIm's request will be jointly negotiated between the parties. Upon request, BellSouth will confirm that scheduled completion dates are on target.

7.15 Acceptance Walkthrough

7.15.1 MCIm and BellSouth will complete an acceptance walk through of collocated space requested from BellSouth. BellSouth will correct any deviations to MCIm's original or jointly amended request within five (5) business days after the walk through or a negotiated time frame, depending on the magnitude of the deviation, at BellSouth's expense. Any other additions or changes to the original or jointly amended request will be at MCIm's expense.

7.15.2 BellSouth will not be deemed to have completed work on a Collocation Space until it conforms to the original or jointly amended request and BellSouth has provided the cable assignment information necessary to use the facility.

7.16 Drawings

7.16.1 BellSouth shall provide Telephone Equipment drawings depicting the suggested locations for MCIm's Point of Termination Bay(s) to MCIm at the first joint planning meeting.

7.17 Joint Planning A joint planning meeting (that need not be face to face) between BellSouth and MCIm will commence within a maximum of seven (7) business days, unless the parties jointly agree upon a later date, from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. The following information will be exchanged or determined at the meeting.

7.17.1 Confirmation of the preliminary design and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order.

7.17.2 If available, the exact cable type and cable termination requirements for MCIm provided POT bays (i.e., connector type, number and type of pairs, and naming convention) that will be used. If this information is not available at the joint planning meeting, BellSouth shall provide it within 30 days of the date of the joint planning meeting.

7.17.3 Detailed computer assisted design drawings depicting the exact path(s), with dimensions, for MCIm Outside Plant Fiber placement into MCIm collocated space.

7.17.4 Power cabling connectivity information including the sizes and number of power feeders and power feeder fuse slot assignment on the BellSouth BDFB.

7.17.6 BellSouth contact(s) and escalation process (name(s) and telephone number(s) and escalation order) for the following areas for the collocation space preparation project:

Engineering
Provisioning
Billing
Operations
Physical & Logical Security

Site and Building Managers
Environmental and Safety

7.17.7 The target date for the release of BellSouth engineering documents which shall include, but not be limited to, connector type, number and type of pairs, and naming convention.

7.17.8 Target commencement date, which shall be the date MCIm's equipment is turned up and operational on the BellSouth network.

7.17.9 The space completion date on which BellSouth will make the space available to MCIm. If the Parties agree to changes to the layout at the joint planning meeting that impact the space preparation, BellSouth shall provide the space completion date as soon as possible after the joint planning meeting, but no more than ten days after the date of the joint planning meeting.

7.17.10 Identification of all technically feasible demarcation points associated with the equipment reflected in the Bona Fide Firm Order.

7.18 Power

7.18.1 DC power as referenced in this Attachment refers to any DC power source supplied by BellSouth for MCIm equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, DC cable from the BellSouth power board to the BellSouth BDFB, cable racks and bus bars necessary to support DC power. BellSouth will supply power to support MCIm equipment at equipment specific –48VDC. BellSouth shall supply power to MCIm at parity with that provided by BellSouth to itself or to any third party. If BellSouth performance, availability, or restoration falls below generally accepted industry standards, BellSouth shall bring itself into compliance with such generally accepted industry standards as soon as technologically feasible.

7.18.2 AC power supplied by BellSouth into the MCIm equipment area, shall be supplied in the form of AC power feeders and conduits directly from the BellSouth essential bus. MCIm will be responsible for providing and installing the UPS in the Collocation Space and must comply with all applicable standards relating thereto, (e.g., floor loading, building codes, etc.). BellSouth will provide the voltages and phases that are available to BellSouth at

the particular location. MCI will be responsible for all costs for providing the AC power.

7.18.3 BellSouth shall make available –48 Volt (-48V) DC power for MCIm's Collocation Space only at a BellSouth Battery Distribution Fuse Board within the central office premises. If MCIm desires in the future to obtain power by any other method, the terms and conditions relating thereto shall be negotiated at that time.

7.18.4 BellSouth power equipment supporting MCIm's equipment will:

7.18.4.1 Comply with applicable industry standards (e.g., Bellcore and NEBS) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices and physical equipment layout;

7.18.4.2 Have redundant power feeds and battery back-up at Parity with that provided for similar BellSouth equipment;

7.18.4.3 Provide central office ground, connected to a ground electrode located within the MCIm collocated space, at a location which meets BellSouth's standards and is jointly agreed upon by the parties at the initial planning meeting identified in Section 7.17 preceding of this Attachment 5;

7.18.4.4 Provide DC capacity and quantity to support the two-year equipment forecast for MCIm's collocation space in accordance with MCIm's collocation request.

7.18.5 BellSouth shall, within ten (10) days of MCIm's request:

7.18.5.1 Provide documentation submitted to and received from contractors for any contractor bids for any work being done on behalf of MCIm (this includes, but is not limited to, power supplies, and cage construction);

7.18.5.2 Where possible, provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing MCIm services upon MCIm's execution of a waiver document, an example of which is attached as Exhibit D to this Attachment;

7.18.5.3 Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

7.18.6 Charges for -48V DC power **{MCIm language-- are as set forth in Attachment 1.}** **{BELLSOUTH Language-- will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity}** Rates include redundant feeder fuse positions (A&B) and cable rack to MCIm's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by MCIm's certified vendor.

7.18.7 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. BellSouth shall engineer and install the protection devices and power cables for adjacent collocation. Charges for AC power shall be assessed pursuant to the rates set forth in Attachment 1 of this Agreement. AC power voltage and phase ratings shall be determined on a per location basis. At MCIm's option, MCIm may arrange for AC power in an adjacent space from a retail provider of electric power.

7.19 Provisioning Intervals.

7.19.1 {Unless abatement of an Environmental Hazard or Hazardous Materials is required, Intervals for physical collocation shall be a maximum of ninety (90) days for caged collocation and forty-five (45) days for cageless collocation from the date BellSouth receives MCIm's firm order request. Intervals for virtual and cageless collocation will not exceed sixty (60) days. These intervals are further defined in Attachment X. – MCI 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 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 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. – BST language}

7.20 Subsequent Application Fee. In the event MCIm or MCIm's Guest(s) desire to modify the use of the Collocation Space, MCIm shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Attachment 1. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by MCIm in the 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 not included in a previous application. The fee paid by MCIm for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to MCIm. The fee for an application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment 1. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Application Fee Charge for the appropriate state shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Attachment 1, the outstanding balance shall be due by MCIm within 30 calendar days following MCIm's receipt of a bill or invoice from BellSouth.

7.21 Entrance Facilities

7.21.1 MCIm may elect to place MCIm-owned or MCIm-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of entrance in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. MCIm will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into MCIm's Collocation Space. If MCIm uses an entrance facility with a metallic member, BellSouth shall open the cable sheath in the vault and bond the metallic member to ground. In the event MCIm utilizes a non-metallic entrance facility, grounding of the cable will not be required. MCIm must contact BellSouth for instructions associated with duct assignments and scheduling and other information as required prior to placing the entrance facility cable in the manhole. MCIm is responsible for maintenance of the entrance facilities, except that BellSouth is responsible for the maintenance of any bonding required. At MCIm's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. **Notwithstanding any other provision of this Agreement, MCI may use fiber, copper, coaxial, or any other technically feasible type of entrance cable.**

7.21.2 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide MCIm with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to MCIm's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response. **If BellSouth states in the Application Response that dual entrance is not available due to lack of capacity, BellSouth will allow MCIm, upon request, to inspect the entrance locations within ten (10) business days of such notification. In order to schedule said inspection within ten (10) business days, the request for an inspection must be received by BellSouth within five (5) business days of the notification of lack of capacity. Any request received by BellSouth later than five (5) business days after MCIm's receipt of BellSouth's Application Response**

will be fulfilled within five (5) business days of the request. In addition, BellSouth shall notify MCIm when capacity is available for a dual entrance, and such capacity shall be made available on a first come, first served basis.

7.21.3 Shared Use. MCIm may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another MCIm collocation arrangement within the same BellSouth Central Office.

7.21.4 Splicing in the Entrance Manhole. Although not generally permitted, should MCIm 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. All work performed in manholes shall adhere to the requirements of Attachment 6 (Rights of Way) of this Agreement.

7.21.5 Floor Space. { BELLSOUTH Language } The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power MCIm's equipment. When the Collocation Space is enclosed , MCIm shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, MCIm 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 MCIm's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, MCIm 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 MCIm first occupies the Collocation Space, whichever is sooner.

7.22 Certified Vendors

7.22.1 {BELLSOUTH Language} BellSouth shall provide MCIm with a list of BellSouth certified vendors for performance of work required or permitted under this Agreement. BellSouth shall indicate on the list what types of work each vendor is certified to perform. BellSouth shall provide MCIm with the specifications and training requirements necessary for a vendor to become BellSouth certified, and such specifications and training requirements shall be the same that BellSouth uses to certify its own vendors. If MCIm submits documentation to BellSouth that a proposed vendor, including MCIm, meets the specifications and training requirements, BellSouth shall add such vendor to the list of BellSouth certified vendors. BellSouth shall provide MCIm updates to the list of BellSouth certified vendors as vendors are added or removed from the list. MCIm's BellSouth Certified Vendor shall bill MCIm directly for all work performed for MCIm pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor.

7.22.2 MCIm's Equipment and Facilities. MCIm, including when using a BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities owned by MCIm or leased by MCIm from a third party. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

7.23 Janitorial Service. Each Party shall be responsible for the general upkeep and cleaning of its respective space.

7.24 Mechanic's Liens If any mechanics lien or other liens shall be filed by a third party against property of either party (BellSouth or MCIm), 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.

7.25 INSPECTIONS. BellSouth may conduct an inspection if MCIm adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide MCIm 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.

7.26 EMINENT DOMAIN 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 with respect to the affected Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the 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 MCIm shall each have the right to terminate this Attachment with respect to the affected Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

7.27 NONEXCLUSIVITY. MCIm 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.

Section 8. Insurance

8.1 Insurance requirements for collocation are subject to the provisions of section 11.7 of Part A of this Agreement.

Section 9. Technical References

BellSouth shall provide collocation in accordance with the following standards:

9.1 Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations.

9.2 National Electrical Code (NEC) latest issue.

9.3 TA-NPL-000286,NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989).

9.4 TR-EOP-000063 Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3 (March 1988).

9.5 TR-EOP-000151,Generic Requirements for -24, -48, -130, and -140 Volt Central Office Power Plant Rectifiers,Issue 1 (Bellcore, May 1985).

9.6 TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985).

9.7 TR-NWT-000154, Generic Requirements for -24,- 48, -130, and -140 Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992).

9.8 TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992).

9.9 TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991).

9.10 TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1 (January 1993).

9.11 Underwriters' Laboratories Standard, UL 94.

EXHIBIT A

ADJACENT COLLOCATION

SPECIFICATIONS

General Requirements:

1. The area requested by the collocator must include sufficient space for maintenance access and emergency power.
2. A cable splice is required at the Central Office vault to bond for lightning protection unless Dielectric Fiber Cable is used.
3. Each collocator must have a separate duct entrance into the vault.
4. The entrance and riser cables, along with vault splices will be maintained by BST.
5. If unique splicing tools or testing equipment are required by the collocator, the collocator is responsible for providing the desired tools and equipment.
6. The entrance point for smaller offices that do not have vaults will be determined by the BST Outside Plant Engineer based on availability and existing conditions.
7. The collocator is not allowed to create physical entry points into manholes, such as, drilling holes in the manhole wall to place cable knockouts, lateral ducts, etc.
8. The collocator must provide BST with pre-terminated, fire retardant cable to be placed from the vault splice to the designated central office bay.
9. The method of providing power to the collocator shall be as allowed by the local authority having jurisdiction and all applicable laws, codes and standards apply. This is site specific and specifications will be designated by BST with the Application Response.
10. Above ground building structures must comply with Telcordia's Generic Requirements for Telecommunications Huts (GR 43-CORE).
11. Below ground structures must be controlled environment Vaults (CEVs) that comply with Telecordia's Generic Requirements for Controlled Environmental Huts (GR 26-CORE).
12. The materials added on all new construction shall be in compliance with applicable law.
13. Collocator's Certified Contractor must restore the grounds to their original condition.

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 MCIm 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 MCIm 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. MCIm may contact 1-800-743-6737 to obtain an MSDS for a specific chemical used by BellSouth at the facility.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the MCIm space with proper notification. BellSouth reserves the right to stop any MCIm 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. For any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by MCIm, MCIm is responsible for the proper handling and disposal of these materials, provided, however, that MCIm is not responsible for any portions of hazardous materials not brought into the Premises by MCIm in excess of the portions used by MCIm. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by MCIm or different hazardous materials used by MCIm at BellSouth Facility. MCIm must have 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 MCIm to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and MCIm 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 MCIm will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, MCIm 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.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, MCIm and BellSouth shall comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), attached to this Exhibit and incorporated herein by reference. MCIm and BellSouth shall ensure that their respective employees, agents, and/or subcontractors are knowledgeable of and comply with those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by that Party, 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 EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 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

MICROWAVE COLLOCATION

Where technically feasible, BellSouth will provide for physical collocation of MCIm's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of MCIm's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for **Radio** Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that **Radio** Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. MCIm accepts the responsibility of determining unobstructed line-of-sight at any location where MCIm's applies for Radio Collocation.

1. PROVISIONING PROCESS AND FEES

A. Initial Site Visit

MCIm will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) MCIm wishes to visit for potential **Radio** Collocation. Such site visit consists of MCIm representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. MCIm will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate MCIm to request, or BellSouth to provide, **Radio** Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by BellSouth of MCIm's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

MCIm will submit a Site Visit Request fee of $250.00 and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site

requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to MCIm at BellSouth's loaded labor rates on a per hour basis in addition to the $250.00 fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact MCIm in an effort to discuss possible alternatives.

B. **Radio Collocation Application**

This provision shall coincide with provisions under Section 6 and 7 of the collocation agreement.

BellSouth will respond to **Radio** Collocation Application(s) pursuant to Section 6 of this Agreement.

MCIm shall submit the Application and Inquiry document and appropriate collocation application fee pursuant to Attachment 1 of this Agreement, in addition to a Radio Collocation Attachment for each central office building where MCIm seeks **Radio** Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

MCIm shall provide BellSouth with the following data, where applicable, on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within MCIm's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where MCIm requests **Radio** Collocation. MCIm will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide **Radio** Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides MCIm with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide MCIm a written explanation of such technical infeasibility within thirty (30) business days of BellSouth 's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to MCIm's application.

Escorted access to the roof will be provided as necessary by BellSouth pursuant to sub-Section 7.6 of this Agreement. BellSouth or its designated subcontractors shall perform all necessary work associated with the **Radio** Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor as referenced in provision 6.5 in the Collocation Agreement unless the Parties agree that another certified vendor will be used. The Parties acknowledge that MCIm may become a certified vendor.

If rooftop/exterior space is available BellSouth shall provide MCIm an estimate for such **radio** collocation as described more fully in provision 1.C at the same time BellSouth provides its interior collocation space quote.

C. **Preparation of Estimate / Application Response**

Within thirty (30) business days of receiving from MCIm a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Monthly Recurring Charges pursuant to the rates set forth in Attachment 1of this Agreement.

The estimate shall reflect the specifications submitted by MCIm and may change based on the actual field conditions encountered during construction.

(2) Estimate:

(a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the **Radio** Antenna Arrangement.

(i) **Architectural Plan and Structural Review**:

This shall be the reasonable sum of hourly charges of BellSouth Architects or its contractors necessary to review the plans for the **Radio** Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting MCIm in the permitting process to the extent required.

(ii) **Permitting Review**:

This shall be the sum of the hourly charges of BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting MCIm in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work**:

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor**:

This shall be the reasonable sum of the hourly charges, if necessary, of any BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the **Radio** Antenna Support Structure installation performed by MCIm's contractor. The level of BellSouth's personnel or consultants shall be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the **Radio** Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to MCIm.

(b) **Recurring Charges**

These consist of:

(i) Monthly Recurring Roof-Top Space Rental Fee:

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per radio arrangement as set forth in Attachment 1 of this Agreement. MCIm is limited building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet

mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at MCIm's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), MCIm will not be allowed to place such microwave antenna(e). MCIm agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld.

The billing for the Rooftop Space Rental Fee shall begin the date the interior and rooftop space preparation activities are complete and the space is made available to MCIm, or the date MCIm first begins the Rooftop radio equipment installation, whichever is sooner. BellSouth will work with MCIm to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

All estimates shall be valid for thirty (30) days from issuance, and MCIm shall accept, reject or request changes within such time period, unless an extension is requested in writing by MCIm and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, MCIm shall so state in writing and shall pay BellSouth 50% of the total estimated charges ("Initial Payment") with the balance of the actual charges due upon completion of the Radio Collocation area and any necessary supporting electrical or building modification work Payment requirements will be commensurate with provision 7.1 of the collocation agreement.

D. **Pre-Design Meeting**

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and MCIm 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 **Radio** 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 MCIm during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. This will be the same meeting that takes place for the interior collocation arrangement.

E. **Equipment and Testing**:

MCIm shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the **Radio** Collocation. MCIm shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

F. **Use Permits**:

MCIm shall be responsible for obtaining all relevant Use Permits (Ups) and shall bear all costs and fees. MCIm shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, **Radio** Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and MCIm hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit

of two (2) MCIm **Radio** Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to MCIm's **Radio** Collocation equipment shall remain in MCIm as the property of MCIm and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

A. MCIm shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits and buildings permits. FCC licenses and FAA approval, if required, to operate and maintain MCIm's facilities during the Term of this Agreement.

B. MCIm shall not use BellSouth's property or permit MCIm's agents or contractors to do anything in or about the Central Office (s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of MCIm's **Radio** Collocation equipment. MCIm shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.

C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include MCIm as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify MCIm from losses, costs and expenses incurred as a result of contractor's work. MCIm hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that MCIm shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence

or willful misconduct of BellSouth in the performance of its project management activities.

D. Notwithstanding any other provision of this Attachment, MCIm hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). MCIm shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, MCIm's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

In the event MCIm desires to relocate any of its then-existing **Radio** Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, MCIm shall submit a new application with fee to BellSouth specifying the new location MCIm proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit A.

BellSouth shall, within thirty (30) business days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

G. At its sole cost and expense, MCIm shall maintain MCIm's **Radio** equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, MCIm shall keep its **Radio** Collocation space in a good, neat, sanitary and workmanlike condition. If, after 10 days of receiving written notice from BellSouth, MCIm fails to

keep its **Radio** Collocation space in such workmanlike condition, BellSouth shall have the right but not the obligation to clean up the space on MCIm's behalf. In such event, MCIm shall be liable to BellSouth for the cost and expense of such work, upon written demand.

4. SECURE ACCESS

Pursuant to Section IX of the Collocation Agreement

5 CABLE PROVISIONING

MCIm is responsible for providing and running the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Attachment 1 of this Agreement. A BellSouth consultant must approve how the cable will be run.

6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with MCIm in determining suitable space for MCIm equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1c) above, MCIm is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs MCIm's existing line of sight, BellSouth will work with MCIm to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

MCIm is limited to placement of two **radio** antenna (e) within the designated space. MCIm must submit an application with a fee before adding additional equipment to the **radio** collocation space or to move equipment outside of designated space. MCIm may not construct improvements or make Major Alterations to its rooftop space or **radio** transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application)within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by MCIm of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such **radio** transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee Anything outside of normal maintenance may require a subsequent application fee as indicated in Attachment 1 of this Agreement.

8. USE OF ANTENNA SPACE ON OTHER BELLSOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

If, at any time, BellSouth reasonably determines that any of MCIm's facilities or equipment or the installation of MCIm's facilities or equipment does not meet the requirements outlined in this Agreement, MCIm will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it complaint. The removal of equipment must be done by a BellSouth Certified Vendor. If MCIm fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to MCIm, BellSouth may have the facilities or equipment removed or the condition correct at MCIm's expense. Removal of **Radio**

Collocation equipment shall be pursuant to provision 4.3 in the Collocation Agreement.

10. NATURE OF USE

MCIm equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 5.1 of the Collocation Agreement also apply. The operation of MCIm's **radio** equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR RADIO ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by MCIm to provide power or environmental support to the roof space, MCIm will bear all associated costs as specified by BellSouth to provide such services. In such case requirements set forth in provision 7.5 of the Collocation Agreement will apply.

12. GROUNDING AND BONDING

MCIm at its expense will ensure that any **radio** equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.

RADIO COLLOCATION RATE ELEMENT DEFINITIONS AND CONDITIONS

Non-recurring charges - Relating to Radio Roof Equipment

1) **Radio Preparation Fees**

Architectural Plan and Structural Review
Exterior and Related Interior Building Modification Work
General Contractor Supervision
Special Security Construction

2) **Coring/Cable Support Structure**

Electrical and Building modification work for coring
Weather Proofing
Cable Support Structure

3) **Roof Preparation (if applicable)**

Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**
Charge for access to Roof

Recurring charges - Relating to Radio Roof Equipment

1) **Roof Space Lease Charge**

Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

RADIO COLLOCATION RATES

Non-recurring charges

1)	Radio Prep fee	[ICB FOR EACH CO]
2)	Coring/Cable Support Structure	[ICB FOR EACH CO]
3)	Roof Preparation/Exterior Cable Support Structure	[ICB FOR EACH CO]
4)	Radio Installation	[ICB FOR EACH CO]
5)	Additional Charges*	[BASED ON ICB]

* Additional costs for environmental conditioning (if applicable) will be developed and charged as an ICB. These charges include but are not limited to (to the extent applicable): exterior cable support structure; coring; and roof reinforcement. These costs along with the building Modification costs will be pro-rated back to existing customers when new applicants are put into service.

Monthly recurring rates

1)	Roof space (per sq. ft.)*	$ 5.50 (interim)

* A minimum of 12 square feet is required per radio arrangement. The final rate will be no less than $4.95 and no greater than $6.05

RADIO COLLOCATION APPLICATION ATTACHMENT

1. Name/Address of Central Office (s)
2. Proposed Rooftop/Exterior Space Location of Radio Equipment
3. Description of Radio Equipment

4 Other

Exhibit D

BELLSOUTH

AGREEMENT FOR ACCESS TO UNFINISHED COLLOCATION SPACE
CUSTOMER ACCEPTANCE DOCUMENT

This agreement represents approval and acceptance by the interconnecting party (Customer) of the space provided in the BellSouth Telecommunications Central Office identified below:

Company Name _____

Reference Number _____ Office CLLI Code _____

Street Address _____ City / State / Zip _____

Access to Unfinished Collocation Space

BellSouth will permit Collocator's certified vendor ("Vendor") to access collocation space located within the above referenced central office before the completion of space and infrastructure preparation work for the purpose of initiating equipment installation and for any other lawful purpose subject to the following conditions:

1. Collocator will request access to unfinished collocation space on behalf of Vendor by written notice provided seven (7) calendar days' in advance of the date access is desired.
2. In accessing unfinished collocation space, Vendor will not interfere with the continuation of space preparation work by BellSouth. Space preparation will continue without interruption and according to methods and procedures deemed appropriate by BellSouth in its sole judgment unless BellSouth and Collocator provide otherwise through a writing signed by both.
3. Collocator acknowledges that the presence of Vendor in unfinished collocation space and the installation of equipment in such space creates an additional risk of loss or damage to property and injury or death to persons, which risk could be avoided by deferring Vendor access until completion of all space preparation work. Collocator expressly agrees to assume such additional risk and to release and discharge BellSouth from any loss, liability, claim or cause of action arising from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of Collocator's equipment therein, unless such loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth.
4. Unless the loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth, Collocator will indemnify and save harmless BellSouth from any liabilities, causes of action, lawsuits, penalties, claims or demands (including the costs, expenses and reasonable attorneys' fees on account thereof) that may be made: (a) by anyone for injuries of any kind, including but not limited to personal injury, death, property damage and theft, resulting from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of Collocator's equipment therein; or (b) by any employee or former employee of Collocator or Vendor or any of their agents or subcontractors for which Collocator's or Vendor's, their agents' or subcontractors' liability to such employee or former employee would otherwise be subject to payments under the state Worker's

Exhibit D

Compensation or similar laws. Collocator, at its own expense, agrees to defend BellSouth, at BellSouth's request, against any such liability, cause of action, lawsuit, penalty, claim or demand. BellSouth will notify Collocator promptly of any written claims or demands against BellSouth for which Collocator is responsible hereunder.

APPROVED / ACCEPTED:

By: _____ _____ _____

Collocator (Print Name) Authorized Signature Title
Date

Customer Acceptance

The signature of the customer in the space provided below represents the following:

1. Customer acknowledges that BellSouth has not completed space and infrastructure work for the location designated for the customer's telecommunications equipment.
2. Customer is satisfied that the space(s) will be completed in a satisfactory, workman-like manner.
3. Customer accepts space as constructed pursuant to Bona Fide Firm Order.
4. Customer acknowledges that they will be charged for the space beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date the customer first occupies the Collocation Space, whichever is sooner.

APPROVED / ACCEPTED:

By: _____ _____ _____

Collocator (Print Name) Authorized Signature Title
Date

By: _____ _____ _____

BellSouth Rep. (Print Name) Authorized Signature Title
Date

TABLE OF CONTENTS

ATTACHMENT 6

Rights-of-Way (ROW), Conduits, Pole Attachments

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Bold Language is in dispute, and is MCI proposed language, unless underlined (which indicates BST proposed language). Normal font language is agreed to by the parties.

ATTACHMENT VI

RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS

1. INTRODUCTION

1.1 This Attachment VI, together with the terms and conditions contained in Part A, Attachment 1 and Attachment 8, sets forth the terms and conditions under which BellSouth shall afford to MCIm access to BellSouth's poles, ducts, conduits and rights-of-way pursuant to the Act and FCC rules and regulations.

2. DEFINITIONS

2.1 Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used in this Attachment, have the meanings set forth in Sections 2.2 through 2.27, below.

2.2 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.

2.3 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

2.3A Application. The process of requesting information related to records, pole and/or conduit availability, or make-ready requirements for BellSouth owned or controlled facilities. Each application is limited in size to a request for a maximum of (1) 100 consecutive poles or (2) 10 consecutive manhole sections or 5000 feet, whichever is greater. The application includes (but not limited to) request for records, records investigation and/or field investigation, and make-ready work.

2.4 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority or is assigned pursuant to Section 4.8 herein. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service

provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".

2.5 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

2.6 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

2.7 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes, and other rights of way joined to form an integrated whole. In this Attachment, the term refers to conduit systems owned or controlled by BellSouth.

2.8 Cost. The term "cost" as used herein refers to charges made by BellSouth to MCIm for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in Attachment I of this Agreement shall apply for such work, or (c) if the work is done by approved contractors hired by MCIm, the actual charges made by such contractors to MCIm.

2.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Attachment, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.

2.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

2.11 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

2.12 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.

2.13 Licensee. The term "licensee" refers to MCIm, where MCIm has entered into an agreement or arrangement with BellSouth permitting MCIm to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors. Licensee and MCIm may be used interchangeably throughout this Attachment.

2.14 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.

2.15 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Agreement.

2.16 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of MCIm's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCIm's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCIm's facilities.

2.17 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.

2.18 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.

2.19 Person acting on MCIm's behalf. The terms "person acting on MCIm's behalf," "personnel performing work on MCIm's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on MCIm's behalf," "personnel performing work on MCIm's behalf," and similar terms specifically include, but are not limited to, MCIm, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by MCIm and their respective officers, directors, employees, agents, and representatives.

2.20 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective

officers, directors, employees, agents, and representatives.

2.21 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

2.22 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCIm's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCIm's facilities.

2.23 Right-of-Way (ROW). The term "right-of-way" refers to the right to use the land or other property of BellSouth to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right-of-Way may run under, on, above, across, along or through public or private property or enter multi-unit buildings (including air space above public or private property) and may include the right to use BellSouth owned or controlled building entrance facilities, building entrance links, equipment rooms, telephone closets, and/or building risers.

2.24 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.

2.25 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, MCIm, or a third party for maintenance, repair, or emergency restoration.

2.26 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Georgia.

2.27 Third Party. The terms "third party" and "third parties" refer to persons and entities other than MCIm and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

3. REQUIREMENTS

3.1 Scope of Attachment. BellSouth shall provide MCIm with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay

assignment of such facilities to MCIm because of the potential or forecasted needs of itself, its Affiliates or other parties.

3.2 Attachments and Occupancies Authorized by this Attachment. BellSouth shall issue one or more licenses to MCIm authorizing MCIm to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Attachment, the Act and FCC rules and regulations.

3.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles or to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Attachment.

3.2.2 MCIm agrees that its attachment of facilities to BellSouth's owned or controlled poles or occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.

3.2.3 MCIm may not sublease or otherwise authorize any third party to use any part of the BellSouth facilities licensed to MCIm under this Attachment, except that MCIm may lease its own facilities to third parties, or allow affiliates to overlash cables to MCIm cables.

3.3 Licenses. Subject to the terms and conditions set forth in this Attachment, BellSouth shall issue to MCIm one or more licenses authorizing MCIm to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this State on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by MCIm is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to MCIm within a reasonable time, not to exceed 45 days, specifying in detail the reasons for denying MCIm's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCIm's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system. Assignment of space on poles, in conduits or ducts and within rights-of-way will be granted by BellSouth on an equal basis to BellSouth, MCIm and other telecommunication service providers.

3.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Act and FCC rules and regulations to afford MCIm access to and use of

all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located and any other BellSouth owned or controlled rights-of-way.

3.4.1 BellSouth shall provide MCIm with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including, but not limited to, access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or right-of-way use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

3.4.2 Where BellSouth notifies MCIm that a BellSouth agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, then, upon MCIm's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for MCIm. MCIm agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for MCIm.

3.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in this Section 3 and BellSouth, despite its best efforts, is unable to secure such access and use rights for MCIm in accordance with Section 3.4.2 herein, or, in the case where MCIm elects not to invoke its rights under Sections 3.4.1 or 3.4.2 herein, MCIm shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with MCIm in obtaining such permission and shall not prevent or delay any third party assignment of rights-of-way to MCIm.

3.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to MCIm through a license or other agreement:

3.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install MCIm equipment and facilities; and

3.4.4.2 Ingress and egress to such space.

3.5 Except to the extent required to meet the requirements of the Act and FCC rules and regulations, neither this Attachment nor any license granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private rights-of-way, and nothing contained in this Attachment or in any license granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private rights-of-way.

3.6 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which MCIm has attached or placed facilities pursuant to licenses issued under this Section provided however that BellSouth shall give MCIm reasonable advance written notice of such intent to convey, and further provided that BellSouth shall only convey the property subject to any licenses granted hereunder.

3.7 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or under the Act or other applicable laws, rules or regulations:

3.7.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

3.7.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with MCIm's pole attachment, conduit occupancy or right-of-way use or rights provided by licenses Issued pursuant to this Attachment.

3.8 No Effect on MCIm's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with MCIm's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or under the Act or other applicable laws, rules or regulations:

3.8.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which MCIm deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

3.8.2 To enter into new agreements or arrangements with other persons or entities permitting MCIm to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with MCIm's obligations under this Attachment.

3.9 No Right to Interfere with Facilities of Others. The provisions of this Attachment or any license issued hereunder shall not be construed as authorizing either Party to this Attachment to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder or under the Act or other applicable laws, rules or regulations.

3.9.1 MCIm acknowledges that the facilities of persons or entities other than BellSouth and MCIm may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.

3.9.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing MCIm facilities without MCIm's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to MCIm facilities, BellSouth shall use its best efforts to rectify the situation immediately.

3.9.3 With respect to facilities occupied by MCIm or the subject of an application for attachment by MCIm, BellSouth will give to MCIm at least sixty (60) days' written notice for conduit extensions or reinforcements, at least sixty (60) days' written notice for pole line extensions, at least sixty (60) days' written notice for pole replacements, and at least sixty (60) days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility. Where BellSouth elects to abandon or remove BellSouth facilities the facilities will be offered to existng occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such facilities. If no party elects to maintain such facilities, all parties will be required to move their existing facilities within ninety (90) days. If an emergency or provision of an applicable joint use agreement requires BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by MCIm or the subject of an application for attachment by MCIm, BellSouth will notify MCIm as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable MCIm, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of MCIm.

3.10 Retired Cable. At MCI's expense, BellSouth shall remove any retired cable from conduit systems or pole systems to allow for the efficient use of conduit space or pole space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow MCIm the right to remove such cables. Based on sound engineering judgement, there may be situations where it would not be feasible to remove retired cables.

3.11 BellSouth shall install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed that can be accommodated under sound engineering principles. The number of inner-ducts that can reasonably be installed will be determined by BellSouth. At MCIm's request, BellSouth shall allow MCIm to install the inner-duct.

3.12 Whenever BellSouth intends to modify or alter any poles, ducts, conduits or rights-of-way which contain MCIm's facilities, BellSouth shall provide at least sixty (60) days' advance written notification to MCIm of such action so that MCIm may have a reasonable opportunity to add to or modify MCIm's facilities. If MCIm adds to or modifies MCIm's facilities according to this Section 3.12, MCIm shall bear a proportionate share of the costs incurred by BellSouth in making such facilities accessible.

3.13 MCIm will not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than MCIm, including BellSouth.

3.14 Each Party shall exercise precaution to avoid damaging the facilities of the other Party and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by a Party's employees, agents or contractors.

4. FACILITIES AND LICENSES

4.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, MCIm must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license and, in any event, BellSouth shall issue such license within twenty (20) business days from (a) after the determination has been made that make-ready work is not required, but no later than 45 days after BellSouth receives the application, which period shall exclude any time BellSouth is awaiting a response from MCIm, or (b) completion of make-ready work, if make-ready work is needed.

4.2 Provision of Records and Information to MCIm.

4.2.1 In order to obtain information regarding facilities, MCIm shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide MCIm with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by MCIm. Provision of information under the terms of this Section 4.2 shall include the right of MCIm employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCIm's request. Such inspection and copying shall be done at a time mutually agreed upon by the Parties in the place listed in Exhibit 1 of this Attachment. The costs of producing and mailing copies of records, which are to be paid by MCIm, are on an individual case basis. The components which make up the total costs are actual:

1) Vendor costs based on the time spent researching reviewing and copying records (FL, GA, NC, SC only)

2) BellSouth employee costs based on the time spent reviewing vendor provided records (FL, GA, NC, SC only)

3) BellSouth employee costs based on the time spent researching, reviewing and copying records (AL, KY, LA, MS, TN only)

4) Copying costs.

5) Shipping costs

MCIm acknowledges that records and information provided by BellSouth pursuant to this Section may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, BellSouth will not be liable to MCIm or any third party for errors/omissions contained therein, unless such errors/omissions are caused by the gross negligence or willful misconduct of BellSouth or its agents or employees .

4.2.2 For any information that is readily available, BellSouth shall use its best efforts to produce said information within five (5) business days for requests to be viewed or picked up at record maintenance centers or twenty (20) business days (if mailed) of the written requests. MCIm may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide MCIm at least forty-eight (48) hours' notice prior to initiating such

field survey. MCIm employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to BellSouth, with a BellSouth representative present and at MCIm's expense.

4.3 Application Form and Fees. To apply for a license under this Attachment, MCIm shall submit {MCIm Language}-to BellSouth two (2) signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. {BellSouth Language}-submit (in the following order) the appropriate BellSouth administrative form(s) per Exhibit 2, (two (2) sets of each and either a route map specifically indicating MCIm desired route or engineered drawings are to be included):

1) requests for records for its own engineering purposes-optional
2) pre-license survey request for records investigation to be completed by BellSouth-optional
3) pre-license survey request for field inspection by BellSouth to determine availability of BellSouth facilities
4) make-ready estimate request
5) either (a) Application and Conduit Occupancy License or (b) Application and Pole Attachment License form depending on particular facilities requested.

MCIm shall submit with MCIm's license application a proposed or estimated construction schedule as set forth below in Section 6. BellSouth will process license applications in the order in which they are received; provided, however, that when MCIm has multiple applications on file with BellSouth, MCIm may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

4.3.1 Each application for a license under this Attachment shall specify the proposed route of MCIm's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which MCIm desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which MCIm desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which MCIm desires to attach to each pole.

4.3.2 Each application for a license under this Attachment shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 6 herein, and an indication of whether MCIm will, at it's option, perform it's own make-ready work.

4.4 Processing Of Applications (Including Prelicense Surveys And Field Inspections)

4.4.1 MCIm's Priorities. When MCIm has multiple applications on file with BellSouth, MCIm shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

4.4.2 Pre-license Survey. After MCIm has submitted its written application for a license, a pre-license survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party, as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate MCIm's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If MCIm gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCIm's expense.

If pre-license survey is to be conducted by BellSouth, BellSouth will provide Licensee with a cost, based on its review of Licensee's application request, to perform the pre-license survey. Upon MCIm's written acceptance of BellSouth's proposed charges, BellSouth shall schedule the survey as soon as reasonably possible in a nondiscriminatory manner on a first come first served basis at parity with BellSouth.

4.4.2.1 The purpose of the prelicense survey is to determine whether space is available for MCIm's proposed attachments or whether MCIm's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system, and to provide information to MCIm for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

4.4.2.2 Based on information provided by BellSouth, MCIm shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCIm's needs.

4.4.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that MCIm's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. MCIm shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. MCIm acknowledges that BellSouth is not explicitly or implicitly warranting to MCIm that MCIm's proposed use of BellSouth's facilities will be in

compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

4.6 Administrative Processing. The administrative processing portion of the prelicense survey (which includes, without limitation, processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at MCIm's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

4.7 Make Ready Work

4.7.1 If performed by BellSouth, make-ready work to accommodate MCIm's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

4.7.2 If MCIm desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If MCIm accepts BellSouth's offer, MCIm shall pay such additional charges.

4.7.3 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth shall send all invoices to MCIm via overnight courier. Within 24 hours of receipt of payment, BellSouth will schedule the make-ready work for completion.

4.7.4 In lieu of obtaining performance of make-ready work by BellSouth, MCIm at its option may perform the make-ready work itself or arrange for the performance of such work by a contractor. The party performing the work must be certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor in accordance with FCC rules and regulations. Notwithstanding any other provisions of this Attachment, MCIm may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement.

4.7.5 BellSouth will issue a license to MCIm at the time all make-ready

work necessary to MCIm's attachment or occupancy has been completed.

4.8 Assignment of Conduit, Duct and Pole Space. Within twenty (20) business days of receipt of MCIm's application, {BellSouth Language-after the determination that make-ready work is not required, but in no event later than 45 days after BellSouth receives MCIm's applicationwhich period shall exclude any time BellSouth is awaiting response from MCIm, or after completion of make-ready work. BellSouth shall approve the assignment of space for pole attachment and conduit occupancy. If no make-ready work is required, such assignment shall include a granting of the license. If make-ready work is to be performed by BellSouth, such assignment shall remain in effect until make-ready costs are presented to MCIm and approval by MCIm pursuant to the time frames herein stated. If MCIm approves BellSouth's make ready costs, MCIm shall have twelve (12) months from the date of assignment or sixty (60) days after completion of make-ready work by BellSouth, whichever time is later, to install its facilities. If MCIm rejects BellSouth's costs for make-ready work, but then elects to perform the make-ready work itself or through a contractor or if MCIm elects from the time of application to perform the make-ready work itself or through a contractor, MCIm shall install its facilities within twelve (12) months from the date of assignment. In the event MCIm does not install its facilities within the time frames set out in this Section 4.8, the assignment shall be void and such space shall become available.

4.9 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. MCIm may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by MCIm in the same cable sheath. MCIm's lashing additional cable to existing facilities of MCIm and placing additional cables in conduits or ducts already occupied by MCIm's facilities shall be permitted, and no additional fees will be applied unless otherwise specifically allowed by law; provided, however, that if MCIm desires to lash additional cable to existing facilities or place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, MCIm must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth's poles.

4.10 Single Point of Contact. Each Party hereby designates the employees named below as its single point of contact for any and all purposes of this Attachment, including, but not limited to, processing licenses and applications and providing records and information. Each Party may at any time designate a new point of contact by giving written notice of such change.

MCIm:

[Title of Single Point of Contact]

[Address, phone and fax]

BellSouth:

[Title of Single Point of Contact]
[Address, phone and fax]

4.11 Anything to the contrary herein notwithstanding, notification of an emergency condition which poses an immediate threat to life or property or substantially impairs provisioning of BellSouth's service shall be reported to BellSouth by contacting:

[BellSouth Point of Contact]
[Address, phone and fax]

5. ISSUANCE OF LICENSES

5.1 Obligation to Issue Licenses. BellSouth shall issue a license to MCIm pursuant to this Section 5. BellSouth and MCIm acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this Attachment shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCIm may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts. Each license issued hereunder shall be for an indefinite term, subject to MCIm's compliance with the provisions applicable to such license and further subject to MCIm's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

5.2 Issuance of Licenses When No Make-Ready Work is Required. If BellSouth determines that no make-ready work is required, BellSouth shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within twenty (20) business days after the determination has been made that no make-ready work is required, but in no event later than 45 days after BellSouth receives MCIm's application.

5.3 Multiple Applications. MCIm acknowledges that multiple parties, including BellSouth, may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

5.3.1 All applications will be processed on a first-come, first served basis.

5.4 Agreement to Pay for All Make-Ready Work Completed. MCIm's submission of written authorization for make-ready work shall also constitute MCIm' s agreement to pay additional cost-based charges, if any, for completed make-ready work.

5.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. MCIm shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of MCIm's facilities in or to BellSouth's structures.

5.6 Make-Ready Work on an Expedited Basis.

5.6.1 **If MCIm is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If MCIm accepts BellSouth's offer, upon completion of the make-ready work MCIm shall pay such additional charges, if any.**

{BellSouth Language}-All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. Upon receipt of payment, BellSouth will schedule the work for completion.

5.7 License. When MCIm's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to MCIm, as appropriate, authorizing MCIm to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

5.7.1 Each license issued under this Attachment shall authorize MCIm to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

5.7.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Attachment shall incorporate all terms and conditions of this Attachment whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself. In the event of a conflict between the provisions of such license and this Attachment, the provisions of this Attachment shall control.

6. CONSTRUCTION OF MCIm's FACILITIES

6.1 Construction Schedule. MCIm shall submit with MCIm's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting MCIm to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, MCIm shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Attachment shall include, at a minimum, the following information:

6.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

6.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

6.1.3 The estimated dates when construction will begin and end; and

6.1.4 The approximate dates when MCIm or persons acting on MCIm's behalf will be performing construction work in connection with the placement of MCIm's facilities in BellSouth's conduit or ducts.

6.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before MCIm places facilities in BellSouth's conduit system:

6.2.1 MCIm shall give written notice of the type of facilities which are to be placed; and

6.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by MCIm's facilities, the location and the manner in which MCIm's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. MCIm may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to MCIm space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

6.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation under this Attachment to construct any facilities for MCIm or to attach MCIm's facilities to, or place MCIm's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided under this Attachment, any license issued hereunder, or by the Telecommunications Act of 1996 or any applicable law.

6.4 MCIm Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by MCIm and BellSouth, MCIm shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts, at MCIm's sole cost and expense. MCIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of MCIm's facilities and for directing the activities of all persons acting on MCIm's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system. MCIm's facilities attached to BellSouth poles shall be plainly identified with MCIm's name firmly affixed at each pole by a permanent tag that meets industry standards.

6.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. MCIm shall construct its facilities in accordance with the provisions of this Attachment and all licenses issued hereunder.

6.5.1 MCIm shall not permit any person acting on MCIm's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If MCIm or any person working on MCIm's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, MCIm shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until MCIm is satisfied that the work can be safely performed.

6.6 Construction Notices. If requested to do so, MCIm shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

6.7 Manhole and Conduit Break-Outs. MCIm shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by MCIm, provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.

6.8 Completion of Licensee Construction. For each Licensee Attachment to or occupancy within BellSouth facilities, Licensee will provide to BellSouth's single-point of contact within sixty (60) days of Licensee construction-complete date a complete set of actual placement drawings for posting to BellSouth records.

7. REQUIREMENTS AND SPECIFICATIONS

7.1 Published Standards Incorporated in this Attachment by Reference. MCIm agrees that its facilities shall be placed, constructed, maintained, repaired, and

removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Attachment:

7.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

7.1.2 The National Electrical Code ("NEC"); and

7.1.3 The National Electrical Safety Code ("NESC").

7.2 Changes in Published Standards. MCIm agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 7.1 of this Attachment if required by law to do so or upon the mutual agreement of the Parties.

7.3 Additional Electrical Design Specifications. MCIm agrees that, in addition to specifications and requirements referred to in Section 7.1 above, MCIm's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:

7.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC rules and regulations.

7.3.2 MCIm's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of MCIm's circuits.

7.3.3 MCIm's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

7.3.4 No coaxial cable of MCIm shall occupy a conduit system containing BellSouth's cable unless such cable of MCIm meets the voltage limitations of Article 820 of the National Electrical Code.

7.3.5 MCIm's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two (2) separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

7.3.6 Neither Party shall circumvent the other Party's corrosion mitigation

measures. Each Party's new facilities shall be compatible with the other Party's facilities so as not to damage any facilities of the other Party by corrosion or other chemical reaction.

7.4 Additional Physical Design Specifications. MCIm's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:

7.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.

7.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when MCIm's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.

7.4.3 New construction splices in MCIm's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.

7.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of MCIm's conduit to BellSouth's conduit system:

7.5.1 MCIm will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install MCIm facilities will be performed by MCIm or its contractor at MCIm's expense. In no event shall MCIm or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

7.5.2 BellSouth may monitor, at MCIm's expense, the entrance and exit of MCIm's facilities into BellSouth's manholes and the placement of MCIm's facilities in BellSouth's manholes.

7.5.3 If MCIm constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If MCIm's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.

7.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant MCIm access to BellSouth's conduit systems may be performed by BellSouth at

MCIm's expense at charges which represent BellSouth's actual costs. Alternatively, at MCIm's option, such work may be performed by MCIm or a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with FCC rules and regulations. The Parties acknowledge that MCIm, its contractors, and other persons acting on MCIm's behalf will perform work for MCIm (e.g., splicing MCIm's facilities) within BellSouth's conduit system. MCIm represents and warrants that neither MCIm nor any person acting on MCIm's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

7.6.1 MCIm's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of a license specified in Section 5 herein. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of MCIm's facilities.

7.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. MCIm may perform such work itself or may contract with BellSouth for performance of such work or, at MCIm's option, with a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements which certification requirements shall be consistent with FCC rules and regulations.

7.6.3 Personnel performing work on BellSouth's or MCIm's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other Party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.

7.6.4 Personnel performing work on BellSouth's or MCIm's behalf within BellSouth's conduit system, including any manhole, shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

7.6.5 All of MCIm's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards.

7.6.6 MCIm's facilities shall be plainly identified with MCIm's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.

7.6.7 Manhole pumping and purging required in order to allow MCIm's

work operations to proceed shall be performed by MCIm or its contractor in compliance with the requirements of Exhibit B to this Attachment, and with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators. Exhibit B will be changed as required by changes in Applicable Law, or by mutual agreement of the Parties. Either Party desiring to make other changes to Exhibit B may invoke the dispute resolution procedures of Part A of this Agreement if the Parties are not able to agree on such changes. BellSouth may not use its own practices as a method of applying rules to MCIm which are more onerous than those which it applies to itself. BellSouth remains bound by its obligations as an incumbent LEC under applicable federal and state law.

7.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

7.6.9 Any leak detection liquid or device used by MCIm or personnel performing work on MCIm's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Bellcore.

7.6.10 When MCIm or personnel performing work on MCIm's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, MCIm and all personnel performing work on MCIm's behalf shall follow procedures which MCIm deems appropriate for the protection of persons and property. MCIm shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. MCIm will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. MCIm has sole responsibility for the safety of all personnel performing work on MCIm's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend MCIm's activities on, in or in the immediate vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of MCIm or any personnel performing work on MCIm's behalf, which suspension shall cease when the condition has been rectified.

7.6.11 Except for protective screens, no temporary cover shall be placed by MCIm or personnel performing work on MCIm's behalf over an open manhole unless it is at least four feet (4') above the surface level of the manhole opening.

7.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within ten feet (10') of any open manhole entrance; provided that this provision will not prohibit

the use of spark producing tools such as electric drills, fusion splicers, etc.

7.6.13 Artificial lighting, when required, will be provided by MCIm. Only explosion-proof lighting fixtures shall be used.

7.6.14 Neither MCIm nor personnel performing work on MCIm's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system, including any manhole, during work operations performed within or in the vicinity of BellSouth's conduit system.

7.6.15 MCIm will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within ten feet (10') of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, and induction sets.

7.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on MCIm's behalf is being performed within or in the vicinity of BellSouth's conduit system.

7.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

7.7.2 MCIm shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.

7.7.3 MCIm shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.

7.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of MCIm's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve MCIm or personnel performing work on MCIm's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.

7.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of MCIm's work at the work site, BellSouth's employee or agent shall have the authority to suspend MCIm's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by MCIm or personnel performing work on MCIm's behalf.

7.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. MCIm agrees that:

7.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act ("OSHA") and all rules and regulations promulgated thereunder;

7.8.2 All persons acting on MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

7.8.3 MCIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Attachment; and

7.8.4 MCIm, and any person acting on MCIm's behalf, may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.

7.9 Compliance with Environmental Laws and Regulations. MCIm acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which MCIm has applied for or holds a license, BellSouth will promptly notify MCIm of such fact. In addition, upon request by MCIm, BellSouth shall provide MCIm with information pertaining to any environmental inspections it has performed on rights-of-way, conduits, and pole attachments for which MCIm has applied for or holds a license. Notwithstanding any of BellSouth's notification requirements in this Attachment, MCIm acknowledges that some of BellSouth's conduit may be fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Unless sampling or manufacturer's certification proves otherwise, MCIm will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to MCIm or personnel performing work on MCIm's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. MCIm agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

7.9.1 MCIm's facilities shall be constructed, placed, maintained, repaired,

and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including, but not limited to, the Resource Conservation and Recovery Act (42 U.S.C. §§9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§2601-2629), the Clean Water Act (33 U.S.C. §§1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f-300j).

7.9.2 All persons acting on MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including, but not limited to, all environmental statutes, ordinances, rules, and regulations.

7.9.3 MCIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Section 7.9.

7.9.4 MCIm and all personnel performing work on MCIm's behalf shall comply with such standards and practices as BellSouth and MCIm may from time to time mutually agree to adopt to comply with environmental laws and regulations. Pursuant to Exhibit B, neither MCIm nor BellSouth nor personnel performing work on either Party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from a BellSouth manhole by MCIm or its contractor shall be the responsibility of MCIm. No such waste material shall be deposited on BellSouth premises for storage or disposal. BellSouth may not use its practices as a method of applying rules to MCIm which are more onerous than those which it applies to itself. BellSouth remains bound by its obligations as an incumbent LEC under applicable federal and state law.

7.10 Compliance with Other Governmental Requirements. MCIm agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over the subject matter. MCIm shall comply with all applicable statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. MCIm shall establish appropriate procedures and controls to assure such compliance.

7.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 7,

the most stringent standard or specification shall apply.

7.12 MCIm Solely Responsible for the Condition of Its Facilities. MCIm shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in this Section 7. In this regard, BellSouth shall have no duty to MCIm to inspect or monitor the condition of MCIm's facilities (including, but not limited to, splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of MCIm's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (a) follow-up inspection to confirm remedial action after an observed MCIm violation of the requirements of this Attachment; and (b) inspection of MCIm facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by MCIm. Either Party may audit the other Party's compliance with the terms of this Section 7.12. Observed safety hazards or imminent facility failure conditions of any party shall be reported to the affected party where such party can be readily identified.

7.13 Efficient Use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth, pursuant to such engineering principles.

8. ADDITIONAL LEGAL REQUIREMENTS

8.1 Licenses granted under this Attachment authorize MCIm to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

8.2 MCIm agrees that neither MCIm nor any persons acting on MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property, including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove MCIm's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on MCIm's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed.

8.3 Required Permits, Certificates and Licenses. MCIm shall be responsible

for obtaining any additional building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

8.3.1 MCIm shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.

8.3.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained; provided, however, that such request shall not delay BellSouth's prelicense survey work.

8.4 Lawful Purposes. All facilities placed by MCIm in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of MCIm's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements.

9. USE AND ROUTINE MAINTENANCE OF MCIm's FACILITIES

9.1 Use of MCIm's Facilities. Each license granted under this Attachment authorizes MCIm to have access to MCIm's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving MCIm's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.

9.2 Routine Maintenance of MCIm's Facilities. Each license granted under this Attachment authorizes MCIm to engage in routine maintenance of MCIm's facilities located on or in BellSouth's poles, conduits, ducts and rights-of-way pursuant to such license. MCIm shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. MCIm shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.

9.3 MCIm Responsible for Maintenance of MCIm's Facilities. MCIm shall maintain its facilities in accordance with the provisions of this Attachment, including, but not limited to, all requirements set forth above in Section 5 herein, and all licenses issued hereunder. MCIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of MCIm's facilities and for directing the activities of all persons acting on MCIm's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

9.4 BellSouth Not Responsible for Maintaining MCIm's Facilities. BellSouth shall have no obligation to maintain any facilities which MCIm has attached or connected to,

or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder, or by the Act or other applicable federal, state, or local laws, rules or regulations.

9.5 Information Concerning the Maintenance of MCIm's Facilities. Promptly after the issuance of a license permitting MCIm to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, MCIm shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of MCIm's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of MCIm's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on MCIm's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of MCIm's facilities as reasonably necessary to demonstrate that MCIm and all persons acting on MCIm's behalf are complying with the requirements of this Attachment and licenses issued hereunder.

9.6 Identification of Personnel Authorized to Have Access to MCIm's Facilities. All personnel authorized to have access to MCIm's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

10. MODIFICATION AND REPLACEMENT OF MCIm's FACILITIES

10.1 Notification of Planned Modification or Replacement of Facilities. MCIm shall, when practicable, notify BellSouth in writing at least sixty (60) days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under MCIm's present license or requires a new or amended license.

10.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

10.2.1 requires that MCIm use additional space on BellSouth's poles or in its conduits or ducts, including, but not limited to, any additional ducts, inner-ducts, or substantial space in any handhole or manhole, on either a temporary or permanent basis; or

10.2.2 results in the size or location of MCIm's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in MCIm's then existing license (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

11. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

11.1 Make-Ready Work at the Request of MCIm. If, prior to the issuance of a license, MCIm determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate MCIm's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate MCIm, MCIm shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of MCIm's facilities.

11.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not such make-ready work is necessary or possible. In determining whether make-ready work is necessary, BellSouth shall endeavor to minimize its costs. If it is determined that such make-ready work is required, within twenty (20) business days of such determination, BellSouth shall provide MCIm with the estimated costs for make-ready work and a make-ready due date.

11.1.2 MCIm shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as MCIm, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to MCIm.

11.2 Rearrangement of MCIm's Facilities at BellSouth's or Another Entity's Request. MCIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or by an authorized application or license of another entity seeking access to BellSouth's poles, conduit systems, ducts and/or rights-of-way. MCIm agrees that MCIm will, upon BellSouth's request, and at BellSouth's expense, but at no cost to MCIm, participate with BellSouth and other licensees in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. MCIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. MCIm shall, upon BellSouth's request, participate with BellSouth and other licensees in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

11.2.1 MCIm shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an MCIm customer.

11.2.2 If MCIm fails to make the required rearrangements within the time prescribed in Section 11.2.1 herein or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to MCIm, and MCIm shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of MCIm's facilities; provided, however, that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under the Act or other applicable federal or state laws, rules or regulations, are to be allocated to persons or entities other than MCIm; and provided further, however, that MCIm shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs or the business needs of any other licensee/joint user.

12. EMERGENCY REPAIRS AND POLE REPLACEMENTS

12.1.1 In the event of an emergency, restoration procedures may be affected by the presence of Carrier facilities in or on BellSouth structures. While BellSouth maintains no responsibility for the repair of damaged Carrier facilities (except under a special maintenance contract), it must nonetheless control access to structures if restoration of affected facilities is to be achieved in an orderly fashion.

12.1.2. When an emergency situation arises which necessitates Carrier access to a manhole, Carrier should call BellSouth's Access Customer Advocate Center (ACAC) or the Unbundled Network Element (UNE) Center. BellSouth will then contact the Maintenance Supervisor who will return the Carrier's call and will arrange for access with on-call maintenance field personnel during the emergency situation. (A list of contact telephone numbers is available to MCIm for this purpose; MCIm can obtain this information from MCIm's account manager)

12.1.3 If only MCIm owned facilities are affected, BellSouth shall use best efforts to respond within two (2) hours of MCIm's call requesting BellSouth personnel to be present at site of emergency. MCIm will perform emergency repair under the direction of BellSouth employee(s) or representative available, at MCIm 's sole cost and expense. Should BellSouth not respond in agreed upon time frame, MCIm will have the right to proceed with the emergency repair without BellSouth employee(s) present.

12.2 MCIm Responsible for Emergency Repairs to its Own Facilities. In general, MCIm shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to MCIm's facilities.

13. INSPECTION BY BellSouth OF MCIm's FACILITIES

13.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of MCIm's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether MCIm's facilities are in compliance with the terms of this Attachment and licenses granted hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

13.1.1 BellSouth will give MCIm advance written notice of such inspections, and MCIm shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCIm.

13.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that MCIm shall bear the cost of inspections as delineated in Section 7.12.

13.2 No Duty to MCIm. Neither the act of inspection by BellSouth of MCIm's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve MCIm of any responsibility, obligations or liability under this Attachment or otherwise existing.

14. NOTICE OF NONCOMPLIANCE

14.1 Notice of Noncompliance. If, at any time, BellSouth determines that MCIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, BellSouth may send written notice to MCIm specifying the alleged noncompliance. MCIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIm does not dispute BellSouth's assertion that such facilities are not in compliance, MCIm agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

14.2 Disputes over Alleged Noncompliance. If MCIm disputes BellSouth's assertion that MCIm's facilities are not in compliance, MCIm shall notify BellSouth in

writing of the basis for MCIm's assertion that its facilities are in compliance.

14.3 Failure to Bring Facilities into Compliance. If MCIm has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of others users, BellSouth may, at its option and MCIm's expense, take such non-service affecting steps as may be required to bring MCIm's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of Section 7.1 of this Attachment.

14.4 Correction of Conditions by BellSouth. If BellSouth elects to bring MCIm's facilities into compliance as provided by Section 14.3 herein, the provisions of this Attachment shall apply.

14.4.1 BellSouth will, whenever practicable, notify MCIm in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

14.4.2 If MCIm's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at MCIm's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach MCIm's facilities, BellSouth shall endeavor to arrange with MCIm for the reattachment of any facilities affected.

14.4.3 BellSouth shall, as soon as practicable after performing the work, advise MCIm in writing of the work performed or action taken. Upon receiving such notice, MCIm shall inspect the facilities and take such steps as MCIm may deem necessary to insure that the facilities meet MCIm's performance requirements.

14.5 MCIm to Bear Expenses. MCIm shall bear all expenses arising out of or in connection with any work performed to bring MCIm's facilities into compliance with the requirements of this Attachment; provided, however that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under applicable federal or state laws, rules or regulations, must be borne by persons or entities other than MCIm.

15. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BellSouth'S FACILITIES

15.1 Licensing or Removal of Unauthorized Attachments. If any of MCIm's facilities shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require MCIm to submit in writing, within thirty (30) days after receipt of written notification from

BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, MCIm may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at the end of such sixty (60) day period, at BellSouth's option remove MCIm's facilities without liability, and the expense of such removal shall be borne by MCIm. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if MCIm provides reasonable documentation of such placement. If MCIm is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in Part A of this Agreement.

15.2 Nothing contained in the Agreement or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than MCIm.

15.3 Prompt Payment of Applicable Fees and Charges. Fees and charges for unauthorized pole attachments and conduit system occupancies, as specified in this Agreement, shall be due and payable within thirty (30) days of receipt by MCIm of an itemized invoice therefor.

15.4 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment or otherwise; provided, however, that MCIm shall be subject to all liabilities, obligations and responsibilities of this Attachment with respect to such unauthorized use from its inception.

16. REMOVAL OF MCIm's FACILITIES

16.1 Pole Attachments. MCIm, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If MCIm fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at MCIm's expense and without any liability on the part of BellSouth for damage or injury to MCIm's attachments unless caused by the negligence or intentional misconduct of BellSouth.

16.2 Conduit Occupancy. MCIm, at its expense, will remove its communications facilities from any BellSouth conduit system within sixty (60) days after:

16.2.1 termination of the license covering such conduit occupancy; or

16.2.2 the date MCIm replaces its existing facilities in one duct with

substitute facilities in another duct.

16.3 If MCIm fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at MCIm's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

16.4 Continuing Responsibility for Fees and Charges. MCIm shall remain liable for and pay to BellSouth all applicable fees and charges, if any, pursuant to provisions of this Agreement until all of MCIm's facilities are physically removed from BellSouth's poles or conduit system.

17. FEES, CHARGES, AND BILLING

17.1 License Charges. MCIm agrees to pay charges in Attachment 1 of this Agreement. These rates will be recalculated during the term of this Agreement in acordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a license is issued . Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses. {BellSouth Language-Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

17.2 Computation of Charges. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

Exhibit I

ADMINISTRATIVE FORMS AND NOTICES

This Exhibit I lists the types of administrative forms to be utilized in connection with this Attachment.

LIST OF ADMINISTRATIVE FORMS

Authorization for Make-Ready Work
Application and Conduit Occupancy License
Conduit System Diagram
Cable to Occupy Conduit
Equipment Housings to be Placed in manholes
Notification of Surrender or Modification of Conduit Occupancy License by Licenses
Notifications of Unauthorized Attachments by Applicant
Application and Pole Attachment License
Pole, Anchor and Guy Strand Details
Application and Unused Transmission Media License
Application Survey Data
Notification of Surrender or Modification of Pole Attachment License by Licenses

Exhibit 2 to be added from BST proposal

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ATTACHMENT 7

NUMBER PORTABILITY

Section 1. BellSouth Provision of Number Portability

1.1 Each Party shall provide, upon the other Party's request, Local Number Portability (LNP) and Interim Number Portability (INP) in accordance with applicable law and the terms of this Agreement. The Parties shall provide LNP in accordance with Section 3 of this Attachment. Until such time as LNP is deployed for a specific service area, the Parties shall provide INP pursuant to Section 2 of this Attachment. Consistent with the requirements to move to LNP, INP will be available until such permanent solution is implemented in an end office. In connection with all methods of moving End Users' telephone numbers from one Party's switch to the other Party's switch, the Parties will use reasonable efforts to minimize impairment of functionality, quality, reliability and convenience to End Users.

1.2 Cost Recovery for INP. Each Party shall bear its own costs to develop INP features, but charges for using INP features may be imposed in accordance with the provisions of Attachment 1.

1.3 Cost Recovery for LNP. The Parties shall comply with any and all Applicable Law regarding the ability to charge for the requests for or provision of LNP. Pursuant to the FCC rules and regulations regarding LNP, each Party shall bear its own costs in connection with requests for and provision of LNP.

1.4 End User Line Charge. Recovery of charges associated with implementing Number Portability 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 FCC No. 1 and will be billed to MCIm only where MCIm is a subscriber to local switching or where MCIm is a reseller of BellSouth telecommunications services. This charge will not be discounted.

Section 2. Interim Number Portability (INP)

2.1 Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide INP. INP is an interim service

arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to MCIm, 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 local calling area or Rate Center, whichever is larger.

INP is not available for unassigned numbers. INP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user or Commission action results in the end user no longer being located within the same local calling area or Rate Center, whichever is larger.

2. 2 INP is available through either remote call forwarding ("INP-RCF"), or direct inward dialing trunks ("INP-DID"), and MCIm shall select, subject to availability, which of these methods shall be used for each application. MCIm shall specify on a per telephone number basis, and subject to availability, which method of INP is to be employed and BellSouth shall provide such method to the extent Technically Feasible. BellSouth shall make remote call forwarding available at every end office where LNP is not available.

2.3 INP-RCF: is an interim method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When INP-RCF is used to provide INP, calls to the ported number will first route to the Party's switch to which the ported number was previously assigned. That switch will then forward the call to a number associated with the other Party's designated switch to which the number is ported. The forwarded-to number shall be specified by MCIm or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. INP-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. Either Party may order any additional paths to handle multiple simultaneous calls to the same ported telephone number for an additional charge as set forth in Attachment 1 to this Agreement and Exhibit A to this Attachment.

2.4 Calls originated from RCF ported numbers in BellSouth end offices and sent to the MCIm network must signal the shadow number in the Calling Party Number (CPN) parameter

and ported number in the Charge Number (CN) parameter in the SS7 Initial Address Message.

2.5 Each company 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 INP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting INP ported traffic. Neither Party shall be responsible for its inability to port calls to the other Party when such inability is caused by inadequate or insufficient equipment or facilities of the other Party.

2.6 {BELLSOUTH Language}The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the INP number. For collect, third-Party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or MCIm 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 company may request that the other block collect and third company non-sent paid calls to the INP assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. MCIm usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

2.7 Other Provisions for INP:

2.7.1 BellSouth shall exchange with MCIm, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the BellSouth network where technically feasible. Such CLASS and other features will be consistent

with the technical references as specified by the FCC.

2.7.2. Upon notification from MCIm that it will be initiating INP, BellSouth shall disclose to MCIm any technical or capacity limitations that would prevent the use of the requested INP method in a particular switching office. The Parties shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations where necessary within time frames at parity with time frames for conversions experienced by each Party's end users or other CLECs, but in any event each Party shall use its best efforts not to exceed thirty (30) minutes after notification that physical cut-over has been completed (or initiated).

2.6.3 BellSouth shall send a CARE transaction 2231 to notify the appropriate IXC that access is now provided by a new CLEC for that number.

2.8 Ordering Intervals for INP. Ordering intervals for INP shall be consistent with those offered to all CLEC's as set forth in Exhibit 1 of this Attachment. For stand alone INP requests the following will apply. For simple services, those not considered as complex, consisting of 25 lines or less and for requests to port DID numbers of 100 or less where the trunk group is existing, the following targeted intervals will apply. BellSouth will provide a firm order confirmation (FOC) or reject the Local Service Request (LSR) within 2 business days of receipt of the request and the service interval to provision INP will be 5 business days from receipt of an error free LSR. For other requests not mentioned above, **the interval will be as outlined in Exhibit 1 of this Attachment**. INP requests associated with provisioning other services will carry intervals as defined for the service with the longer interval or as mutually agreed to on a case by case basis. **Service intervals for all products are contained in Exhibit 1 of this Attachment.**

BellSouth will review the entire LSR and will reject or clarify, **in accordance with Attachment 8 of this Agreement**, all fields that are in error for the current version under review. BellSouth will note these errors with the rejected or clarified LSR. Subsequent versions may be rejected based on new information provided by MCIm or due to downstream edits in BellSouth's ordering or preordering systems.

LSR's not acknowledged within targeted intervals as provided for above, may be escalated by MCIm to BellSouth and a commitment will be agreed to for the new FOC or reject interval. BellSouth will not provision a service prior to the date contained in the FOC unless indicated to due so by a properly submitted supplemental LSR. BellSouth will provision requested services at levels that are at parity with the same intervals BellSouth provides to it's own end users, itself , or to other CLEC's **as outlined in Exhibit 1 of this Attachment.**

2.9 Disconnects. MCIm will promptly notify BellSouth when (i) a Customer ported via INP disconnects service from MCIm or (ii) upon the termination of any intercept treatment provided to a subscriber ported via INP, whichever is later. BellSouth shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to insure service outage experience by End Users is minimal.

Section 3. Local Number Portability (LNP)

3.1 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS administration, NPAC administration, regression testing, and network architecture as described in the Second Report and Order (FCC 97-289). The Parties shall implement the generic requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council (NANC) or telecommunications industry fora.

3.2 The requirements for LNP shall include the following:

3.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.

3.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).

3.4. Ordering. To port a telephone number using LNP, the Parties shall adhere to the procedures described in Attachment 8 of this Agreement.

3.5 Network Architecture

3.5.1 Architecture shall be consistent with the FCC's 2nd Report and Order and as recommended by the **Southeast Regional Implementation Guide.**

3.6 Signaling.

In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

3.7 N-1 Query.
BellSouth and MCIm will adhere to the NANC recommendations as adopted by the FCC in Order No. 97-298, released August 18, 1997.

3.9 Porting of Reserved Numbers and Suspended Lines. The Customers of each Party may port Reserved Numbers or suspended lines from one Party to the other Party via LNP. In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. If a subscriber's line is a suspended line, the Old Service Provider shall make the line active, as necessary to apply the ten-digit trigger, without requiring the subscriber or the New Service Provider to make any payment for this limited reactivation.

3.11 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting.

3.12 Intercept Announcement - Cause Code 26. If a call to a ported number is routed to either Party's switch, even though the LRN signaled on the call is for the receiving Party's switch, then the receiving Party's switch will provide Cause Code 26 treatment either (i) by playing an appropriate intercept announcement; or (ii) by releasing the call back to the originating switch with the release cause shown as Code 26. The intercept announcement played in this situation will suggest that the call be re-tried at a later time; the caller must not be encouraged to immediately retry the call. This Section 3.8 shall not relieve the Parties of any of their LNP duties and obligations as set forth in this Section 3.

Section 4. Requirements for INP and LNP

4.1 Call Referral Announcements. If a ported number is disconnected and "snaps back" to the Old Service Provider, the New Service Provider may order call referral announcements and specify the particular announcement from the Old Service Provider, on a per telephone number basis, at the prices set forth on Attachment 1 of this Agreement.

4.2 BellSouth and MCIm shall cooperate to ensure network reliability is maintained when porting numbers to as to limit service outages for their end users. BellSouth and MCIm will perform on a mutually agreeable basis any testing which may be required to isolate and repair service problems within their respective networks. Each Party will notify the other of changes to the network of changes to processes which may impact end user service at time frames which are consistent to BellSouth's and MCIm's internal notification processes.

4.3 Conversion from INP to LNP. Once a long-term database method of providing Local Number Portability (LNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using INP. The official notice advising an end office is now LNP compatible will be as posted in the LERG 45 days in advance of the ready to port date of that office Advance notice of LNP implementation for all Bellsouth end offices is also posted on the Interconnection web site. The LERG posting for LNP eligibility date will begin the transition from INP to LNP for all INP services. The transition from existing INP arrangements to LNP shall occur within one hundred twenty (120) days from the date LNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates after the LNP implementation date will be returned to the requesting Party for supplemental submission as LNP. Neither Party shall charge the other Party for conversion from INP to LNP. The Parties shall comply with any INP/LNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups.

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

5.0 Cutovers

5.1 BellSouth and MCIm shall cooperate in the process of porting numbers consistent with those guidelines as specified in the Local Number Portability Guidelines and as recommended by the Southeast Region Implementation Team. For a coordinated conversion i.e. Stand alone INP, INP and LNP with an SL2 loop or with SL1 when ordered, and those services which require project coordination as defined in the BellSouth LNP procedures or as provided for in this agreement. BellSouth shall verbally coordinate the disconnect with MCIm and perform any switch translations so as to limit end user service outage. BellSouth and MCIm will mutually agree upon a cutover time prior to the actual

conversion. MCIm may designate the conversion time when the conversion involves a loop with INP or LNP by ordering time specific conversion **at rates set forth in Attachment 1 of this Agreement.** Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 30 minutes of the agreed time.

5.2 Cutover Intervals. Cutover intervals for INP, INP with loop and LNP with loop will be in accordance with Exhibit 1 of this Attachment .

5.3 Deadline for Canceling an Order. BellSouth shall accept a request to cancel an order consistent with those processes specified in the NANC recommended flows for LNP provisioning. BellSouth will not disconnect an end users service prior to receiving the activate message from NPAC. BellSouth will receive requests to cancel LNP until the activate message is received from NPAC. BellSouth shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to insure service outage experience by End Users is minimal. .

6.0 LERG Reassignment

6.1 If the Parties mutually agree to use LERG Reassignment as the method to move an End User's telephone numbers from one Party's switch to the other Party's switch in a particular instance, the Parties shall enter into a separate written agreement that must address terms and conditions of the reassignment, including, but not limited to, ordering processes and specific implementation procedures for the reassignment of the appropriate NXX as shown in the LERG, to the New Service Providers switch, and any applicable rates.

7.0 Responsibilities of Underlying Network Provider

7.1 Coordination with Underlying Network Provider. If the Old Service Provider does not provide the End User's services exclusively through a network owned, operated and controlled by the Old Service Provider (i.e., where the Old Service Provider is providing the End User's services on a resale basis), the New Service Provider shall coordinate all activities between the Old Service Provider and the Underlying Network Provider in the following manner, consistent with applicable OBF guidelines:

7.1.1 The New Service Provider will obtain from the End User the name of the Old Service Provider;

7.1.2 The New Service Provider will request the End User's service record from the Old Service Provider;

7.1.3 The Old Service Provider will provide the End User's service record to the New Service Provider;

7.1.4 After the New Service Provider has obtained End User authorization to migrate the End User, the new Service Provider will provide a loss alert to the Old Service Provider;

7.1.5 The New Service Provider will provide the Underlying Network Provider with a service order that reflects the Old Service Provider as the End User and that requests that the End User's telephone numbers be ported to the New Service Provider; and

7.1.6 The Underlying Network Provider will process the service order request.

7.2 Service Responsibility. After an End User's telephone number is ported by INP, all ancillary services (including, but not limited to, 911, E911, CARE, LIDB, BLV/BLI, Directory Assistance and Direct Listing) associated with ported number(s) shall be provided consistent with the requirements of Attachments 3, 8, and 9 of this Agreement.

Exhibit 1

1. Term	2. Definition
Product	BellSouth Product
Quantity	Numbers, or number blocks
Targeted Service Interval	The number of days from receipt of request to completion of order
FOC Interval	The number of days from receipt of request to Firm Order Confirmation (FOC)
Full Migration	Port all telephone numbers on end user account
Partial Migration	Port some telephone numbers, leave some telephone numbers, and/or disconnect some telephone numbers

Product	Quantity	Targeted Service Interval	FOC Interval
3. Full Migration			
Simple Resale/Retail Services	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
Complex Resale/Retail Services, including:			
LNP porting of numbers(s) only:			
1. Centrex/MultiServ	1-50 numbers	5 days	2 days
	51+	Negotiated	Negotiated
2. ISDN BRI (Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
3. ISDN BRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	5 days	2 days
4. ISDN PRI (Designed)	1-50 numbers	5 days	2 days
5. ISDN PRI (Designed)	1-50 numbers	7 days	2 days
6. DID Number Blocks			
Complete initial block of 20 numbers	1 block	7 days	2 days
Complete initial block of one additional block of 20 numbers	2 blocks	7 days	2 days
Complete initial block of 20 numbers PLUS two or more additional blocks of 20 numbers	3+ blocks	Negotiated	Negotiated

4. Partial Migration			
Simple Resale/Retail Services	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
Complex Resale/Retail Services, including:			
LNP porting of number(s) only (Note 1)			
1. Centrex/MultiServ	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
2. ISDN BRI (Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
3. ISDN BRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	Negotiated	Negotiated
3. ISDN PRI (Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
5. ISDN PRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	Negotiated	Negotiated
6. DID Number Blocks			
Partial initial block of 20 numbers	1-19 Numbers	Negotiated	Negotiated
Partial additional block of 20 numbers	1-19 Numbers	Negotiated	Negotiated
Complete additional block of 20 numbers	1-2 blocks	5 days	2 days
	3+ blocks	Negotiated	Negotiated

5. Product	6. Quantity	Targeted Service Interval	FOC Interval
Interim Number Portability			
RCF-Remote call forwarding	1-25 Numbers	5 days (7 days Complex Services)	2 days
	26-50 Numbers	7 days	2 days
	51+ Numbers	Negotiated	Negotiated
DID-Direct Inward Dial-Initial request-trunk group to be	Initial	30 days	7 days

established			
DID-Direct Inward Dial-Subsequent request-trunk group in place	**1-100**	**5 days**	**2 days**
	100+ Numbers	**Negotiated**	**Negotiated**
RIPH-Route Index Hubbing	**1-25 Numbers**	**Negotiated**	**Negotiated**
	26-50 Numbers	**Negotiated**	**Negotiated**
	51+ Numbers	**Negotiated**	**Negotiated**

ATTACHMENT 8

BUSINESS PROCESS REQUIREMENTS

Bold language is in dispute, and is MCI proposed language unless otherwise noted. Upright (normal) language is agreed to by the parties.

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ATTACHMENT 8

BUSINESS PROCESS REQUIREMENTS

1. Overall Business Requirements

1.1 Introduction. This Attachment 8 sets forth the minimum business process requirements, business rules, usage rules, data models, data exchange methods, and other specifications necessary to permit MCIm access to the functions of BellSouth's operational support systems (i.e., pre-ordering, ordering and provisioning, billing functions, and maintenance and repair) ("OSS Functions"). BellSouth shall maintain the current and one previous version of each electronic interface. Maintenance of a previous version of an electronic interface includes the maintenance of manual processes not included in that version of the interface. Unless otherwise set forth in this Agreement, MCIm shall not use manual processes that are available in a version of an electronic interface used by MCIm.

1.1.1 The Parties acknowledge that the implementation and testing of Application to Application interfaces will be formally defined in a joint implementation agreement ("JIA"). The Parties may agree, in the JIA, consistent with any applicable change management processes, to alter existing OSS interfaces or manual processes or to be non-compliant with industry standards or guidelines.

1.2 Standards and Guidelines

1.2.1 Order of Precedence. Conflicts between a provision of this Agreement and any testing or implementation agreement, including joint implementation agreements ("JIAs"), shall be resolved in favor of this Agreement.

1.2.2 Standards and Guidelines. For purposes of this Agreement, the Change Control Process or CCP shall mean the collaborative forum established by BellSouth to allow BellSouth and the CLEC community to discuss, provide input regarding and vote on developments of and modifications to the manual and electronic OSS processes and interfaces. Subject to the Change Control Process, BellSouth shall base its development of OSS interfaces on applicable industry standards and guidelines, including, but not limited to:

1.2.2.1 ATIS/CLC/OBF for Pre-order, Ordering Inquiry, Ordering, Access Inquiry and Access Ordering, Provisioning and Billing.

1.2.2.2 ATIS/CLC/NIMC and ANSI for Maintenance and Repair.

1.2.2.3 ATIS/TCIF/EDI for Local Pre-order, Ordering and Provisioning, and Billing Data Models.

1.2.2.4 ATIS/T1M1.5 for Maintenance and Repair Data Models.

1.2.2.5 ATIS/TCIF/T1M1.5/ECOG for Electronic Ordering (EAO) Inquiry Access.

1.2.2.6 ATIS/TCIF for Secured Transport Specifications for Local Pre-Order (EDI/SSL3), Order (EDI/SSL3), Access Inquiry (CORBA).
1.2.2.7 ATIS/CLC/OBF/TOR for Access Ordering Secured Transport using CONNECT:Direct.

1.2.2.8 Telecordia Technologies, Inc. (Bellcore) for CABS BOS.

1.3 Joint Implementation Agreements. Within 90 days of a request by MCIm, the Parties shall develop a Joint Implementation Agreement ("JIA"), based on ATIS generic implementation guidelines, as described in Section 1.3 of this Attachment, for the implementation and testing of each OSS application to application interface developed by BellSouth. The Parties shall develop a separate, single JIA for each Application to Application interface that incorporates integratable OSS functions, but the Parties may agree to combine local pre-ordering and local ordering into a single JIA. Each JIA must be sufficiently comprehensive to ensure that, upon completion of both Parties' obligations under the JIA, the Application to Application interface will be fully tested and functional. Any joint implementation agreement established under this Section [1.3] will follow the format of the Telecommunications Industry Forum ("TCIF") Generic Implementation Guidelines ("GIG").

1.4 Interface Implementation Specifications and Information Exchanges

1.4.1 BellSouth Custom Business Process Rules.
BellSouth shall base the development of its business rules on OBF or other applicable industry guidelines. BellSouth will provide its business rules and guidelines to MCIm so as to provide the functions listed in this Attachment. BellSouth shall present MCIm with BellSouth's custom business rules down to a field level. In addition, BellSouth shall provide MCIm with BellSouth's custom

business rules for each data field. The information provided will contain BellSouth's valid values, attributes, usage conditions (required, optional, or conditional), as necessary to process successfully, in BellSouth's OSS, all of the use case scenarios specified in a testing or implementation agreement between the Parties, including a JIA.

1.4.2 BellSouth Custom EDI Data Model Specifications. BellSouth shall provide to MCIm BellSouth's custom EDI data modeling rules for each field in its business rules mappings and syntax to the appropriate EDI segment, data element, qualifier, and valid values for every use case scenario specified in a testing or implementation agreement between the Parties, including a JIA.

1.4.3 Use Case Scenarios. Both BellSouth and MCIm are permitted to provide use case scenarios to test fully the range of all OSS Functions.
In order to test the exception and error messaging responses, the use case scenarios will test for successful transactions and for planned errors. BellSouth shall provide all of the input test data in the test database necessary for testing the use case scenarios. BellSouth shall define the parameters associated with the data provided to MCIm.

1.4.4 Error Messages. BellSouth shall provide a complete list of, and definitions for, each of the error conditions and error messages or codes to be used for application or protocol events.

1.4.5 Business Activities. BellSouth, through the CCP, shall discuss and provide information regarding any known or planned business activities or priorities that may affect the time frames for developing and implementing electronic ordering and pre-ordering interfaces.

1.4.6 Secure Near Real Time Data Exchange/Transport Implementation Specifications. BellSouth shall implement, test, and operate the method of secured ordering and provisioning transactions transport in compliance with TCIF 98-006 Issue 2 "Electronic Communications Interactive Agent Specification. This is the ATIS approved specification for sending EDI transactions over TCP/IP using SSL3 security. If BellSouth's interactive agent is not already operational, BellSouth shall make it operational within 60 days after MCI's written request.

1.4.6.1 For local order and pre-order, BellSouth shall implement and use the most current version of TCIF 98-006 "Electronic Communications Interactive Agent Specification for Local Pre-Order Function".

1.4.6.2 For access order inquiry BellSouth shall implement and use the most current version of TCIF 98-002 "Generic Electronic Communications Interface Implementation Guidelines for Electronic Access Ordering (EAO) Access Inquiry Functions".

1.4.6 Testing. BellSouth shall jointly test each OSS Application to Application interface with MCIm. This testing will include, but not be limited to, secured connectivity and data exchange, interoperability testing, regression testing, and acceptance testing. This testing will validate, with the use case scenarios designated in Section 1.4.3 of this Attachment, BellSouth's custom business rules and custom data model specifications. This testing will be conducted by means of MCIm transmitting transactions both in simulated pre-coding condition testing, and later in a "post-coding/pre-production" condition testing. BellSouth and MCIm will also identify under what circumstances any interoperability test results may be shared or made public by either Party.

1.5 BellSouth OSS interfaces shall provide MCIm with the same process and system capabilities for residential and business services. BellSouth shall not require MCIm to develop distinct processes or OSS interfaces by class of service.

1.6 Change Management and Control.

1.6.1 BellSouth and MCIm shall comply with the written change management and control procedures agreed to in the CCP. Changes to the change management and control procedures proposed by either Party, including guidelines for change management and control procedures developed by the industry, shall be considered by the CCP. These procedures will govern the steps necessary to change, alter or modify the OSS Functions or the Application-to-Application interface(s) designed, developed, tested, and deployed under this Attachment 8. The provisions of the change management and control procedures and processes are material to this Agreement.

1.7 General Procedures

1.7.1 Master Account Establishment. If MCIm requests that BellSouth establish a new account for Services, MCIm will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for MCIm's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

1.7.2 BellSouth will not require end user confirmation prior to establishing service for MCIm's end user customer.

1.7.3 If, based on an end user complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End User with the appropriate local service provider. The Complaining Party will notify the Changing Party of the customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized

1.7.4 BellSouth, to safeguard its interests, may require a security deposit prior to or at any time after the provision of a Service to be held as a guarantee of the payment of rates and charges only where MCIm has a proven history of late payments to BellSouth or does not have established credit. Such deposit shall not exceed the actual or estimated rates and charges for the Services for a two month period. The fact that a deposit has been made in no way relieves MCIm from complying with this Agreement as to the prompt payment of bills. At such time as the provision of Services to MCIm is terminated, the amount of the deposit will be credited to MCIm's account and any credit balance which may remain will be refunded. To the extent such a deposit is required under the terms of this Section, such deposit shall be refunded or credited to MCIm's account when MCIm has established credit, or in any event, after MCIm has established a one-year prompt payment record at any time prior to the termination of the provision of Service. In the case of a cash deposit, for the period the deposit is held by BellSouth, MCIm will receive interest at the same percentage rate as set forth in Section 4.2.11 of this Attachment. The rate will be compounded daily for the number of days from the date the deposit is received by BellSouth to and including the date such deposit is credited to MCIm's account or the date the deposit is refunded. Should a deposit be credited to MCIm's account, as indicated above, no interest shall accrue on the deposit from the date such deposit is credited to MCIm's account.

1.7.5 Customer Contact. BellSouth shall recognize MCIm as the Customer of record for all Services and Interconnection ordered by MCIm, and shall send all notices, invoices, and information which pertain to these ordered services directly to MCIm.

MCIm will provide BellSouth with addresses to which BellSouth must send these notices, invoices, and information.

1.7.5.1 MCIm will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from MCIm to BellSouth or will accept a request from another CLEC for conversion of the end user's service from MCIm to the other LEC. BellSouth will notify MCIm, via a loss notification report, that such a request has been processed. BellSouth shall not use MCIm resold customer records for its own marketing purposes, nor make such records available to other CLECs. If BellSouth requires information contained in the MCIm resold customer records in order to make a conversion, BellSouth shall seek this information from MCIm, which MCIm shall provide in a timely manner.

1.7.5.2 Each Party shall ensure that that Party's personnel who may receive inquiries, relating to the other Party's services, from the other Party's subscribers , or otherwise have opportunity for contact, relating to the other Party's services, with the other Party's subscribers: (i) provide appropriate referrals and telephone numbers to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about their products or services during that same inquiry or subscriber contact, unless that information specifically is requested by the subscriber. Subject to the limitations of this Section, both Parties maintain the right to serve directly any end user within the service area of the other Party. Both Parties may directly market their own telecommunications products and services and in doing so may establish independent relationships with end users of the other Party.

1.7.5.3 Neither Party shall use the other Party's request for Customer information, order submission, or any other aspect of the pre-order, ordering and provisioning, or maintenance and repair processes or any other processes to aid its marketing or sales efforts. BellSouth shall not in any manner share with or disclose to BellSouth's retail operations or retail customer representatives any information resulting from, or the occurrence of any event in, the pre-order, ordering and provisioning, maintenance and repair, or billing functions.

1.7.5.4 In general, BellSouth will not become involved in disputes between MCIm and MCIm's end user customers. If a dispute does arise

that cannot be settled without the involvement of BellSouth, MCIm 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 MCIm to resolve the matter in as timely a manner as possible.

1.7.5.5 Where BellSouth provides switching, BellSouth will process calls made to its Annoyance Call Center and will advise MCIm when it is determined that annoyance calls are originated from one of their end user's locations. It is the responsibility of MCIm to take the corrective action necessary with its end users who make annoying calls. BellSouth shall provide Annoyance Call Center service to MCIm's customers at no charge to MCIm.

1.7.6 Account Management. BellSouth will identify to MCIm one or more BellSouth representatives that will serve as MCIm's account management team for purposes of administering this Agreement and ensuring that BellSouth's obligations under this Agreement are carried out efficiently and in coordination with MCIm. The account management team's primary function is to interact with the various BellSouth operating groups on MCIm's behalf. The account management team shall be accessible to MCIm personnel to provide timely and decisive responses to MCIm's inquiries, escalations, and requests.

1.7.6.1 Expedite and Escalation Procedures.
BellSouth and MCIm shall maintain mutually acceptable escalation and expedite procedures for OSS Functions which may be invoked to facilitate rapid and timely resolution of issues. These procedures shall include, at a minimum, contact names and telephone numbers.

1.7.6.2 At MCIm's request, BellSouth's account management personnel shall meet with MCIm to discuss ways to improve the account management team and its functions.

1.7.6.3 BellSouth shall make available to MCIm via an online viewer-(via the Internet) any and all non-proprietary materials or information to which the account management team directs MCIm.

1.7.7 Training Support

1.7.7.1 BellSouth will ensure its employees are trained on the provisions of this Agreement, Applicable Law, and any other matters mutually agreed to by the Parties.

1.7.7.2 BellSouth shall make available to MCIm employees training on BellSouth's systems and processes. This training shall be equal in quality to that which BellSouth provides to itself, its affiliates, or other CLECs. BellSouth makes available basic CLEC training on its web site and shall provide one free seat each year for MCIm to attend a training session on each of BellSouth's OSS systems (e.g., TAG, LENS and TAFI). Training regarding any systems changes or modifications shall also be available on BellSouth's web site. Other training customized for MCIm's need shall be provided at rates established by BellSouth. Information and materials provided to MCIm must include, at a minimum, operational and procedural information, and BellSouth-specific system access/interface instruction.

1.7.8 Number Administration

1.7.8.1 BellSouth shall provide testing and loading of MCIm's NXXs in BellSouth's switch network prior to the date of activation specified in the LERG. Turn-up testing of MCIm's NXXs will be performed in all affected BellSouth end offices and tandem offices.

1.7.8.2 Where MCIm has obtained its own NXX, but has purchased BellSouth services for resale or has purchased switching from BellSouth, BellSouth agrees to administer the MCIm NXX in accordance with the LERG. Where MCIm provides its own switching and obtains its own NXX code, BellSouth agrees to install the routing in its switches according to the local calling area defined by the Commission.

1.7.8.3 BellSouth shall accept MCIm orders with assigned vanity numbers and blocks of numbers assigned for use with Complex Services.

1.7.8.4 NXX Migration. Migration of NXXs will be done according to the provisions of Attachment 7 of this Agreement.

1.7.8.5 For resold Services, telephone numbers may normally be retained by the end user. Neither the Parties nor any end users have a property right to the telephone number, and no right to being served by any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, at Parity and on a non-discriminatory basis, whenever BellSouth deems it necessary to do so in the conduct of its business.

1.7.8.6 During the term of this Agreement, MCIm shall contact the numbering resources administrator designated by the FCC for the assignment of central office codes and other numbering resources.

1.7.8.7 When BellSouth provides the switching function, BellSouth will provide MCIm with on line access to reservation of up to 100 telephone numbers, per Common Language Location Identifier Code (CLLIC), for MCIm's sole use, on a first come first served basis. Such reservation of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. MCIm 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 of numbers that will meet MCIm's reasonable need in that particular CLLIC. In addition, BellSouth may request, on a reasonable, non-discriminatory basis, that MCIm cancel its reservations of numbers. MCIm shall comply with such request.

1.79 Customer Payment History. BellSouth will participate in NCTDE (National Consumer Telecommunications Data Exchange)and commit to providing NCTDE with two years of historical information on UCAs for their local accounts and also report current UCA information in accordance with NCTDE required timelines for the purpose of providing MCIm with third party access to Customer Payment History. BellSouth will make the following Customer payment history information available in accordance with the NCTDE format to the extent the same is available for BellSouth's own use for each Person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s):

1.7.9.1 Applicant's name;

1.7.9.2 Applicant's address;

1.7.9.3 Applicant's previous phone number, if any;

1.7.9.4 Amount, if any, of unpaid balance in applicant's name;

1.7.9.5 Whether applicant is delinquent on payments;

1.7.9.6 Whether applicant had local or intraLATA toll service terminated or suspended within the last six (6) months with an explanation of the reason therefor; and,

1.7.9.7 Whether applicant was required by prior local or intraLATA toll provider to pay a deposit or make an advance payment, including the amount of each.

1.7.10 BellSouth shall not refuse service to MCIm for any potential MCIm subscriber on the basis of that subscriber's past payment history with BellSouth.

1.7.11 The provision of Services by either Party to the other shall not create a property interest of the served Party in the providing Party's facilities or equipment.

1.8 Performance Standards. BellSouth shall comply with the intervals set forth in this Attachment, and the provisions of Attachment 10 of this Agreement. .

1.9 Provision of Specific Services

1. 9.1 Caller ID

1.9.1.1 BellSouth shall provide all relevant data required to provide both Caller ID and Caller ID with Name to MCIm Customers.

1.89.1.3 2 BellSouth shall use its best effort in working with MCIm to ensure that Caller ID and Caller ID with Name work for both local and 1+ calls for MCIm Customers.

1.9.2 TTY/TDD. BellSouth shall cooperate with MCIm to provide services necessary to serve TTY/TDD Customers.

1.9.3 Telephone Line Number Calling Cards. When an End User changes local service from BellSouth to MCIm, BellSouth will terminate its existing telephone line number-based calling cards and remove any BellSouth-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB, and BellSouth shall use its best efforts to remove the TLN from the LIDB within 24 hours from completion of the service order. MCIm may issue a new telephone calling card to such subscriber, utilizing the same TLN, and MCIm shall have the right to enter such TLN in LIDB for calling card validation purposes via the service order process. BellSouth will direct-bill each subscriber on the subscriber's final bill.

1.10 Use of Facilities. When a customer of MCIm elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall

have the right to reuse the facilities provided to MCIm by BellSouth for retail or resale service, or individual loops and/or ports for that customer. In addition, 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 a customer or MCIm at the same address served by the denied facility.

1.10.1 Upon receipt of a service order, BellSouth will do the following:

1.10.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

1.10.1.2 Reuse the serving facility for the retail, resale service, or individual loop(s) and/or port(s) at the same location.

1.10.1.3 Notify MCIm subsequent to the disconnect order being completed.

2. Pre-Order Requirements

2.1 Provision of Pre-Order OSS

2.1.1 BellSouth shall provide MCIm use of BellSouth's pre-order OSS Function by providing MCIm the pre-order information and data set forth in this Agreement.

2.1.1.1 At MCIm's request, BellSouth shall design, develop, implement, test and maintain an Application-to-Application pre-order interface using REDI. In its sole discretion, MCIm may elect to receive local pre-order information and functionalities using either REDI or another process used currently by MCIm .

2.1.1.2 In addition, at MCIm's request, BellSouth shall design, develop, implement, test, and maintain an Application-to-Application access service order inquiry interface.

2.1.2 Subject to applicable laws and regulations, BellSouth shall provide MCIm with access to customer profile information (i.e., customer service record and customer payment history required under Section 1.7.9 of this Attachment) and all other pre-order information without requiring MCIm to produce a signed or written letter of agency ("LOA"). Instead, BellSouth shall accept MCIm's blanket representation that a customer has authorized MCIm to obtain this information or data, including any CPNI contained in the information or data.

2.1.3 BellSouth shall provide MCIm with pre-order functionalities and information for all Services, regardless of the ordering method, at a level of quality that is at least equal to what BellSouth provides itself, its Customers, subsidiaries, or Affiliates, or any third party.

2.2 Business Requirements for Pre-Ordering Functions

2.2.1 BellSouth shall perform service inquiry as a pre-ordering function as requested by MCIm.

2.2.3 BellSouth shall provide the following transaction sets for access order inquiry:

2.2.3.1 Service Address Validation -- G1.0. This function allows MCIm to query BellSouth's systems for address validation using CUST PREM, working ECCKT, CLLI code. BellSouth shall respond with found, not found, alternatives, or restricted. BellSouth shall provide SWC/LSO and/or address, when appropriate. If ATIS/OBF adopts the US Postal Publication 28 Standard for Service Address, BellSouth and MCIm will base their Access Inquiry implementation on that standard.

2.2.3.2 Service Availability -- G2.0: This function allows MCIm to determine service availability or validate the earliest date of product service availability requested between two (2) SWC locations.

2.2.3.3 CFA (Channel Facility Assignment) Inquiry - G3.0. This function allows MCIm to query the current status of facility channels or slots.

2.3.3 Transaction Sets for Local Pre-Order. BellSouth shall provide to MCIm, upon request and on a mutually agreeable schedule, at a minimum the following Transaction Sets for local pre-order via an EDI TCP/IP SSL3 TCIF 98-006 (Interactive Agent Specification) interface or as requested by MCIm.

2.3.3.1 Address Validation Inquiry & Response Transaction Set. This transaction set will provide MCIm the ability to:

2.3.3.1.1 Validate a service address and identify the serving end office switch per address based on submission of the

parsed fielded address elements (i.e., SASN, SANO, SAPR, SASD, SASF, SASS, and SATH); and

2.3.3.1.2 Validate a service address and identify the serving end office switch per address based on submission of the working telephone number for residential service type only.

2.3.3.2 Telephone Number Assignment Inquiry & Response Transaction Set. This transaction set will provide MCIm the ability to:

2.3.3.2.1 Confirm number reservations Near Real Time for simple services number reservations and within 24 hours for number reservations associated with complex orders;

2.3.3.2.2 Request telephone number (TN) - (i.e., select, exchange, reserve, or return) based upon submitting the fielded address elements (i.e., SASN, SANO, SAPR, SASD, SASF, SASS, and SATH);

2.3.3.2.3 Validate a service address with TN activity (i.e., select, exchange, reserve, or return) based upon submitting a valid telephone number;

2.3.3.2.4 Exchange previously selected or reserved TN(s);

2.3.3.2.5 Return to BellSouth's inventory, previously-selected or reserved TN(s);

2.3.3.2.6 Where MCIm has not obtained its own NXX and pursuant to MCIm's request, reserve up to 100 telephone numbers for general applications, as available, per NPA-NXX, for MCIm's exclusive use;

2.3.3.2.7 Reserve additional TNs as needed for specific Customer demands; and

2.3.3.2.8 Obtain access to abbreviated dialing codes and the ability to obtain telephone numbers (including vanity numbers) while a Customer is on the phone with MCIm. BellSouth shall provide the same range of number choices to MCIm, including choice of exchange number, as BellSouth provides its own Customers. Reservation and aging of numbers will remain BellSouth's responsibility.

2.3.3.3 End User CSR Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive a Customer Service Record (CSR) from BellSouth's Customer Record Information System (CRIS). The CSR requested by MCIm must be based upon a valid Account (Billing) or Telephone Number. BellSouth's CRIS CSR will contain all end-user account details that BellSouth is required by law to provide.

2.3.3.4 Access Billing (CABS) CSR Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive an end user Customer service record (CSR) from BellSouth's Carrier Access Billing System (CABS).

2.3.3.5 Service and Feature Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive an itemization of services and features available within a specific NPA-NXX. This transaction set is specific to a valid NPA-NXX available at the serving end office/switch and loop facilities.

2.3.3.6 PIC Company Code Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive information for intraLATA and interLATA carriers available for Customer selection on a NPA-NXX level.

2.3.3.7 Appointment Availability Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to query BellSouth's systems to determine the availability of a proposed Appointment Date at Parity and on a nondiscriminatory basis.

2.3.3.8 Directory Listings Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive Directory Listings details from BellSouth.

2.3.3.9 Installation Status Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive the status for an in-progress service order. This status information may be obtained once the local response (LR) is received by MCIm and no later than one day after the order completion date.

2.3.3.10 Service Order Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive details for an in-progress service order. Details for an in-progress service order may be obtained between the LR date and the Appointment Date.

2.3.3.11 Loop Qualification Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to process an inquiry to qualify Loop facilities prior to the initiation of a service order. This transaction set will comply with the Loop qualification requirements set forth in this Agreement.

2.4 Pre-Order Interface Performance and Management.

BellSouth will provide a SPOC for its OSSs, that will provide the following support to MCIm for the various BellSouth OSS interfaces. The SPOC will provide technical assistance to MCIm dealing with all associated production systems, the interface itself, and it's operability. The SPOC will also provide escalation support 24 hours 7 days a week.

2.5 Database Downloads

2.5.1 Street Address Guide(SAG). BellSouth shall provide MCIm with BellSouth's SAG data through a mutually agreeable electronic means. In addition, BellSouth shall provide MCIm with the file format and record layout of the SAG data. BellSouth shall provideupdates to the SAG data via subsequent downloads of the entire SAG data file, as requested by MCIm, but no more frequently than weekly.

2.5.2 Product and Service Information Management System ("PSIMS"). BellSouth shall provide MCIm a list of the features and functions available on an end office-by-end office basis (i.e., BellSouth's PSIMS), through a mutually agreeable electronic means . As requested by MCIm, but no more frequently than weekly, BellSouth shall provide to MCIm subsequent changes to the PSIMS via the same method used for delivery of PSIMS initially.

2.5.3 PIC Availability Database. BellSouth shall provide to MCIm the PIC availability file through a mutually agreeable electronic means for intraLATA and interLATA carriers available for Customer selection on a central office level. In addition, BellSouth shall provide to MCIm weekly updates to the PIC availability file

3. Ordering and Provisioning Requirements

So that MCIm may order Local Switching in combination with unbundled Loops (including UNE-P), BellSouth and MCIm will jointly develop a detailed, mutually agreeable plan for implementation. BellSouth and MCIm will meet within 30 days after MCIm's written request to commence the joint development. The Parties will complete this development no later than three months after the date of MCIm's written request. The joint implementation plan will address, but not be limited to, the processes to establish MCIm's presence in (ILEC's) switches, and the designs for trunking, signaling routing, line class code or AIN provisioning, operator services, billing, and testing. BellSouth agrees that when MCIm orders Local Switching combined with unbundled Loops (including UNE-P) on a LATA wide or metropolitan-area basis, (a) BellSouth will test, on a random basis, twenty percent (20%) of all the end offices in that area for correct routing and translations and (b) BellSouth will provide those test results at no additional cost to MCIm.

3.1 Provision of Ordering and Provisioning OSS.

3.1.1 BellSouth shall provide MCIm use of BellSouth's ordering and provisioning and access ordering OSS Functions at Parity. BellSouth shall provide MCIm the information and data set forth in this Section.

3.1.4 If either BellSouth's or MCIm's existing electronic ordering and provisioning or access ordering interfaces are unavailable, BellSouth shall employ a facsimile machine to facilitate the submission or progress of any new or existing service requests. BellSouth shall provide access to these facsimile machines for order receipt when notified by MCIm of any Application-to-Application interface unavailability. **No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces are unavailable {BST Language for reasons other than scheduled maintenance or other scheduled activities for which advance notification is required}**

3.2 General Business Requirements and Functions

3.2.2 Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC).

3.2.2.1 BellSouth shall provide a local carrier service center ("LCSC") or equivalent that will serve as MCIm's single point of contact (SPOC) for all activities involved in the pre-ordering, ordering, and order status of

BellSouth's Services. The LCSC shall process all pre-ordering, ordering, and order status functions, including but not limited to, answering questions, resolving problems, and handling expedites and escalations, for Services requested by MCIm that require manual intervention. .

3.2.2.2 The LCSC shall provide to MCIm a toll-free nationwide telephone number answered by trained personnel. Hours of availability of the LCSC shall be at least at Parity with the hours of BellSouth's retail operations. At a minimum, LCSC hours of availability will be 8 a.m. to 8 p.m. Monday through Friday. Hours for inquiries concerning UNE-P shall be at least as great as hours for residential service inquiry.

3.2.2.3 The LCSC shall work cooperatively with MCIm to resolve any discrepancies or differences in information contained in various databases.

BellSouth will perform provisioning services during the following normal hours of operation, or at such additional hours as BellSouth normally performs provisioning services for itself or another carrier:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays)
(non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday- 8:00 AM - 5:00 PM location time (excluding holidays)
(non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed. All other MCIm requests for provisioning and installation services are considered outside of the normal hours of operation and will be performed subject to the application of overtime billing charges.

3.2.2.5 Ordering and provisioning measurements will be as outlined in Attachment 10 of this Agreement.

3.2.3 IntraLATA Carrier Selection

3.2.3.1 BellSouth shall provide to MCIm the capability to order local service, intraLATA, and interLATA services by entering MCIm Customer's choice of carrier on a single order. BellSouth shall provide MCIm with the capability to order separate interLATA and intraLATA carriers on a line or trunk basis.

3.2.3.2 In all cases, BellSouth will route toll calls to the appropriate carrier as designated by MCIm. BellSouth shall not be the default toll carrier in any circumstances.

3.2.4 CARE Notification to Long Distance Carrier in Resale Arrangement

{BELLSOUTH LANGUAGE}

3.4.2.1 BellSouth CARE will provide MCIm notification when an MCIm local resale customer has changed their PIC status.

3.2.4.2 BellSouth will support OBF TCSI notification on local resale as the business situation dictates. BellSouth and MCIm will work cooperatively within the industry to define CARE transactions supporting local resale and to implement industry changes to CARE on a mutually agreeable basis.

3.2.4.3 MCIm may initiate a CARE block by submitting an LSR to deny PIC change activity on MCIm end user customers. BellSouth will then reject any PIC changes using a code of 3148 for resold lines.

3.2.4.4 BellSouth CARE transactions supporting the LSR process and account maintenance are as follows:

40XX = Local Resale Subscription order install by switch provider (SWP)
42XX = Local Resale subscription service disconnected by switch provider (SWP)
43XX = Local Resale customer information changes by switch provider (SWP)

{MCIm LANGUAGE}

3.2.4.1 BellSouth shall notify MCIm, using OBF-approved CARE transactions, whenever an MCIm Customer who is provided local service through Local Resale, INP, LNP, or Network Elements (including Combinations) changes MCIm's Local Resale customer's PIC status.

3.2.4.2 BellSouth shall support and implement new transaction code status indicators (TCSIs) defined by OBF in support of Local Resale and Network Elements (including Combinations) to enable MCIm to provide seamless Customer service.

3.2.4.3 BellSouth shall not process any IXC-initiated PIC change transaction on behalf of MCIm in Local Resale, or Network Elements (including Combinations) arrangements. To allow IXCs to send correct requests to the LSP(MCIm), BellSouth shall reject all IXC-initiated PIC changes including MCI's with the following reject TCSIs.

3147 = Working Telephone Number (WTN) Rejected Without Local Service Provider (LSP) Identification (ID) Code – Local Resale Services PIC request must be submitted directly to LSP. LSP ID not provided.

3148 = Working Telephone Number (WTN) Rejected with LSP ID – Local Resale service PIC request must be submitted directly to LSP. LSP ID provided.

3149 = Order Rejected – Local Resale Service Status Indicator (SI) not valid for local resale service activity.

3150 = Working Telephone Number (WTN) Rejected with LSP ID – Ported Number Arrangement AC initiated PIC request must be submitted directly to LSP due to ported number arrangement. LSP ID provided.

3.2.4.4 BellSouth shall support and implement any new Transaction Code Status Indicators (TCSIs) defined by OBF in support of Local Resale.

3.2.4.5. BellSouth shall implement TCSIs used in conjunction with the LSR for handling Account Maintenance, Customer Service, and Trouble Administration issues. These TCSIs include the following and others as OBF may define.

20XX = Subscription Order Install
21XX = Subscription Order Rejected
31XX = Subscription Order Rejected Continued
41XX = Subscription Order Rejected
22XX = Subscription Service Disconnected
23XX = Customer Information Changes
24XX = Customer Listing
25XX = Response to AC request for Information
26XX = AC request for Information Rejected

27XX = Advisory Information on AC End User
28XX = Pending Subscription Order
29XX = Reconciliation/Verification Response
30XX = Call Screening Information
32XX = End User Information to Non-Subscribed AC

3.2.4.6 BellSouth shall send a CARE transaction 2231 to notify MCIm that access is now provided by a new IXC.

3.2.5 Service Migrations and New Subscriber Additions

3.2.5.1 When switching is provided by BellSouth, and unless otherwise specified by MCIm, BellSouth will migrate a customer from BellSouth's services to MCIm's service without loss of feature availability and **functionality and, to the extent the customer's voice mail service is available for resale to MCIm pursuant to Attachment 2 of this Agreement and MCIm chooses to purchase such voice mail service from BellSouth,** without loss of voice mail (including the current mail box and its characteristics, if requested by MCIm) and associated ancillary services, including, but not limited to, Directory Listings, LIDB, Operator Services, and 911/E911. BellSouth shall not intentionally or unnecessarily interrupt feature capability.

3.2.5.2 BellSouth shall recognize MCIm as an agent for the Customer in coordinating the disconnection of services provided by BellSouth. BellSouth will disconnect the BellSouth-provided services based on the information MCIm places on the local service request. In the case of a coordinated conversion, BellSouth will work with MCIm to coordinate the disconnection and connection of the end user's service.

3.2.5.3 For coordinated loop conversions and stand alone INP, BellSouth shall verbally coordinate the disconnect with MCIm and perform switch translations so as to limit end user service outage. BellSouth and MCIm will mutually agree upon a cutover time 24 to 48 hours prior to the actual conversion. MCIm may designate the conversion time when the conversion involves a loop by requesting "order coordination -- time specific" conversion at rates set forth in Attachment 1 of this Agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 30 minutes of the agreed time. For subscriber conversions requiring Coordinated Cut-Over activities, on a per order basis, BellSouth and MCIm will agree on a scheduled

conversion time. BellSouth shall notify MCIm when conversion is complete. BellSouth shall comply with the performance measurements relating to End User service interruptions as set forth in Attachment 10. For coordinated conversions of other Services, BellSouth and MCIm shall work cooperatively to establish conversion procedures and rates

3.2.6 Intercept Treatment and Transfer of Service Announcements. At MCIm's request, BellSouth shall provide unbranded or MCIm-branded intercept treatment and transfer of service announcements to MCIm's Customers. BellSouth shall provide such treatment and transfer of service announcement at Parity and on a non-discriminatory basis.

3.2.7 Desired Due Date (DDD). BellSouth shall complete all service request activities for related orders on a single, common due date, provided the same common date is specified on each LSR for the related orders. This single, common date will be reflected on the FOC of each related order.

3.2.7.1 MCIm will specify on each order the Desired Due Date (DDD). BellSouth shall not complete the order prior to DDD, unless authorized by MCIm or later than the date on the FOC without providing a jeopardy notification.

3.2.7.2 Expedites. Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, MCIm must request the expedite through the LCSC. The LCSC will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The LCSC will advise MCIm of this date. BellSouth may bill expedite charges for expedited due dates and will advise MCIm of any charges at the time the offered date is provided. The rates for expedite charges are set forth in Attachment 1 of this Agreement, and no expedite charges shall apply for a request not completed by **the offered date.**

3.2.8 Customer Premises Inspections and Installations

3.2.8.1 Where access to the Customer's premises is required, BellSouth shall provide MCIm with the ability to schedule, at Parity, Customer premises installations.

3.2.8.3 In accordance with BellSouth's procedures and on Parity with provision of such services to BellSouth's customers, at

MCIm's request, BellSouth shall, as specified on MCIm's order, cable from the demarcation point to the customer's equipment location. Rates and charges for this work shall be at Parity with those charged by BellSouth to its customers.

3.2.9 Firm Order Confirmation (FOC)

3.2.9.1 BellSouth shall provide to MCIm a Firm Order Confirmation ("FOC") for each MCIm LSR via the same interface used to submit the LSR. BellSouth shall send only one FOC per LSR. An electronic FOC shall contain information based on industry guidelines as developed by the CCP. A manual FOC shall contain, at a minimum, the MCIm purchase order number, BellSouth's order number, committed due date, and assigned TN (or circuit ID).

3.2.9.2 After MCIm's receipt of a BellSouth FOC, any change in the Due Date not initiated by an LSR will be considered a Jeopardy.

3.2.10 Order Rejections

3.2.10.1 BellSouth shall reject and return to MCIm any service request that BellSouth cannot provision, due to technical reasons, or for missing, inaccurate or illegible information. When an order is rejected, BellSouth shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. **BellSouth shall review the entire order, and shall identify all reasons for rejection in a single review of the current version (e.g., ver 00, 01, etc.) of the LSR.**

3.2.11 Service Request Changes (Supplemental Service Requests)

3.2.11.1 If an installation or other MCIm-requested work requires a change from the original MCIm service request in any manner, BellSouth shall notify the appropriate MCIm ordering center designated in advance of performing the installation or other work to obtain authorization. BellSouth shall then provide MCIm an estimate of additional labor hours or materials. After all installation or other work is completed, BellSouth shall immediately notify MCIm of the actual labor hours or materials used in accordance with regular service request completion schedules.

3.2.11.1.1 If additional work is completed on a service request, as approved by MCIm, BellSouth must report the cost of the additional work immediately to the MCIm ordering center that originated the request(s).

3.2.11.1.2 If a service request can only be partially completed, BellSouth shall notify MCIm prior to completing the request, and if MCIm approval is received, BellSouth shall follow the jeopardy procedures of this Section [3.2].

3.2.11.2 Where BellSouth provides installation and the MCIm Customer requests a service change at the time of installation, BellSouth shall immediately notify MCIm at the telephone number on the service order of that request. The BellSouth technician should notify MCIm in the presence of the MCIm Customer so that MCIm can negotiate authority to install the requested service directly with that Customer and the technician and revise appropriate ordering documents as necessary. At no time should the BellSouth representative perform any work not ordered by MCIm, even at the Customers' request, without approval from the MCIm ordering center.

3.2.12 Jeopardy Situations. BellSouth shall provide to MCIm notification of any known jeopardy situations prior to the Due Date. Such notification shall contain a new committed Due Date. If BellSouth is unable to provide a new committed Due Date, BellSouth shall provide MCIm a supplemental notification containing a new committed Due Date, and BellSouth shall provide a new committed Due Date at Parity and on a nondiscriminatory basis. BellSouth shall provide notice of missed appointments and any other delay or problem in completing work specified on MCIm's service request as detailed on the FOC.

3.2.13 Service Suspensions/Restorations. Where BellSouth provides switching and upon MCIm's request through a Suspend/Restore order, BellSouth shall suspend or restore service. BellSouth will deny or disconnect service to MCIm's end user on behalf of, and at the request of, MCIm. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of MCIm. All requests for denial or disconnection shall be via an LSR.

3.2.14 Loss Notifications. BellSouth shall provide to MCIm information notifying MCIm of any services disconnected from MCIm. Such notification shall be provided electronically on a daily basis, using a system currently in place between the Parties, and any changes in the system must be mutually agreeable.

3.2.15 Completion Notification. Upon completion of a service request submitted electronically, BellSouth shall submit to MCIm,**via the same**

electronic interface used to submit the order, an order completion notification that complies with the OBF/LSOG business rules and ATIS models, as modified by the CCP. **{MCIm Language For manual LSRs, the completion notification shall be sent manually to the MCIm ordering center designated on the LSR.}** **{BellSouth Language Completion information for service requests submitted both manually and electronically is available via BellSouth's web based system known as CSOTS}.**

3.2.16 Fulfillment Process. MCIm will conduct all activities associated with the account fulfillment process for all MCIm Customers.

3.2.17 Specific Unbundling Requirements

3.2.17.1 MCIm may order and BellSouth shall provision individual or multiple unbundled Network Elements (including any combinations to which the Parties have agreed in Attachment 3) on a single order consistent with applicable OBF guidelines..

3.2.17.2 The Parties shall work cooperatively to ensure that Network Elements and switch translations function properly to support MCIm's service offerings. .

3.2.17.3 When MCIm orders Existing Combinations of Network Elements that are functional in BellSouth's network, such Existing Combinations shall remain connected and functional without any disconnection or disruption of functionality, unless otherwise specified by MCIm. Charges for such Existing Combinations shall be as provided for in Attachment 3 and Attachment 1 of this Agreement.

3.2.17.4 When MCIm orders Network Elements, BellSouth shall work cooperatively with MCIm to ensure compatibility between Network Elements where technically feasible.

3.2.17.5 When MCIm orders Network Elements or combinations specified in this Agreement, it will be BellSouth's responsibility to provide to MCIm the information necessary to support the ordering of Network Elements and combinations. This responsibility includes, but is not limited to, identification of forms required for Network Element or combination orders; fields requiring population for Network Element or combination orders, and the specific data element entries required to

support these orders. BellSouth's failure to provide such information shall not preclude MCIm from ordering Services.

3.2.18 NPA Splits. BellSouth shall provide, at Parity and on a nondiscriminatory basis, advance information of the details and requirements for planning and implementation of NPA splits or other network changes impacting MCIm or its Customers.

3.2.20 BellSouth shall provide to MCIm information on charges associated with special construction.

3.2.22. BellSouth shall verify the status of connected facility assignments and notify MCIm of any conflicts.

3.2.25 USOC Codes. BellSouth shall provide MCIm with a complete, electronic copy of USOC codes, and an accompanying alphanumeric description of each code, used by BellSouth.

3.2.26 Blocking Services. Upon request from MCIm, where BellSouth provides switching, BellSouth shall provide blocking of 700, 900 and 976 services, or other services of similar type as may now exist or be developed in the future. In addition, BellSouth shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third-party and collect calls, on a line, trunk, or individual service basis.

3.4 Ordering and Provisioning Interface Performance and Management.

3.4.1 Ordering and Provisioning Intervals

3.4.1.1 For service requests from MCIm to BellSouth, the Parties will use an Access Service Request ("ASR"), a Local Service Request (LSR), or another request format as specified by BellSouth, which ever is applicable for the service being requested. BellSouth will process and complete service requests at Parity. Intervals for FOC returns and for installation of Services shall be as set forth in BellSouth's Interval Guide available on the BellSouth website.

3.4.1.2 BellSouth shall provide MCIm a FOC within the following intervals and all such FOCs shall be firm commitments based on BellSouth's check of available facilities.

3.4.1.2.1 for DS1 service requests (trunk augments or new trunk groups), within two business days after receipt of the ASR;

3.4.1.2.2 for DS3 service requests (trunk augments or new trunk groups), within three business days after receipt of the ASR;

3.4.1.2.3 for DS0/DS1 Loops (new Loops or augments to existing service), within two business days after receipt of the LSR; and

3.4.1.2.4 for DS3 Loops (new Loops or augments to existing service), three business days after receipt of the LSR.

3.4.1.2 Installation intervals will be as set forth in the BellSouth Product & Services Interval Guide Issue 2b dated December 1999.

3.4.1.4 Orders that comprise a major project will be submitted at the same time, and their implementation will be jointly planned and coordinated by the Parties. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders or related activities between BellSouth and MCIm work groups, including, but not limited to, the initial establishment of local Interconnection Trunks groups or Meet Point trunk groups or service in a service area, NXX code moves, re-homes, facility grooming, or network rearrangements.

3.5 Cooperative Testing

3.5.1 Network Testing

3.5.1.1 BellSouth shall perform all pre-service network testing, at Parity, prior to the completion of the order, including, but not limited to, testing on local service facilities and switch translations, and verification of features, functions, and services ordered by MCIm.

3.5.1.2 BellSouth and MCIm shall work cooperatively to resolve problems in either Party's network. Both Parties shall mutually agree on scheduled cooperative test times if required to isolate and clear troubles in either Party's network.

3.5.1.3 BellSouth shall perform electronic loop tests at MCIm's request and provide MCIm with results from electronic loop tests.

3.5.1.4 The Parties shall cooperate with each other to test trunks prior to turn up. Such testing shall be performed at Parity and on a nondiscriminatory basis.

3.6 {MCIm LANGUAGE} LNP Ordering. BellSouth and MCI will adhere to the process flows and cutover guidelines in accordance with industry standards (OBF-approved process flows).

3.6.1 Each LSR will include the Service Provider Identification ("SPID") of the New Service Provider that the New Service Provider would also provide to the NPAC. Each Party shall provide to the other Party advance written notice of any changes in its SPID.

3.6.2 For Non-Complex LNP Orders, the Old Service Provider shall acknowledge receipt of each LSR within two (2) business days after the date of the LSR by issuing an LR or a rejection of the LSR.

3.6.3 If the Old Service Provider is unable to meet the deadline for providing an LR, it shall contact the New Service Provider within the two (2) business day LR interval and indicate it has received the order, and the Parties will negotiate a mutually agreeable LR delivery time.

3.6.4 Both Parties shall cooperate in the process of porting numbers form one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set unconditional 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.

3.6.5 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.

3.6.6 Each Party shall note on the LSR any Reserved or Suspended Numbers to be ported using LRN.

3.6.7 Order rejections by BellSouth must detail any errors identified in any of the LSR's data fields and any other reason(s) for the rejection.

3.6.8 The standard interval for non-complex services is three business days after the receipt of an accurate LSR. If the LSR specifies a desired due date that is later than the standard interval of three business days, the order will be completed on such desired due date.

3.6.9 For the first number to be ported in a particular NPA-NXX, the standard interval for processing and completing the port will be five business days after the new service provider's receipt of an accurate LSR.

3.6.10 For Complex LNP Orders, the intervals for issuing an LR and for completing the port will be determined by the mutual agreement of the Parties on a case-by-case basis.

3.7 LNP Trouble Reports. The Parties will work cooperatively to accept and handle trouble reports from the other Party when isolated to either Party's network. Trouble reports will be cleared by both Parties in time frames which are at parity to time frames experienced by each Party's end users.

3.6 {BST Language} BellSouth and MCI 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.

3.6.1 BellSouth and MCI will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry fora addressing LNP.

3.6.2 Both Parties shall cooperate in the process of porting numbers form one carrier to another so as to limit service outage for the ported subscriber. 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.

3.6.3 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.

3.6.4 BellSouth and MCIm will use best efforts to meet Intervals for returning firm order confirmations as well as overall provisioning intervals as outlined in the BellSouth Products and Services Interval Guide.

3.6.5 MCIm may escalate to the LCSC where FOC intervals are not met and the LCSC will provide a targeted interval for FOC.

3.6.6 The standard interval for non-complex services is three business days after the receipt of a clean LSR. If the LSR specifies a desired due date that is later than the standard interval of three business days, the order will be completed on such desired due date.

3.6.7 For the first number to be ported in a particular NPA-NXX, the standard interval for processing and completing the port will be five business days after the new service provider's receipt of a clean and accurate LSR.

3.7 The Parties will work cooperatively to accept and handle trouble reports from the other Party when isolated to either Party's network. Trouble reports will be cleared by both Parties in time frames which are at parity to time frames experienced by each Party's end users.

4. Connectivity Billing and Recording

4.1 Provision of Connectivity Billing and Recording

4.1.1 This Section 4 describes the requirements for each Party to bill and record all charges incurred by the other Party when purchasing Services under this Agreement.

4.1.1.1 The Parties acknowledge that for billing and recording from MCIm to BellSouth, the volume of this billing and recording does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCIm will provide BellSouth with billing and recording in paper format.

4.1.1.2 The Parties acknowledge that for billing and recording from BellSouth to MCIm the Parties have deployed an Application-to-Application interface (i.e., CONNECT:Direct). As described in more detail in this Section [4], BellSouth shall continue to provide MCIm with Connectivity Billing and recording and all related information and functionalities through the existing electronic interface, and BellSouth shall modify, enhance and upgrade that interface to conform with and satisfy the requirements of Sections [4.2] and [4.5].

4.1.2 BellSouth shall provide Connectivity Billing and recording at a level of quality that is at Parity to that which it provides to itself, its affiliates and to third parties.

4.1.3 BellSouth shall issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section [4].

4.2 General Requirements and Functions

4.2.1 Compliance with ATIS standards. The Parties shall comply with various industry, OBF guidelines, and other standards referred to throughout this Agreement. To satisfy these requirements, both parties shall adhere to mutually agreed upon interpretations of all standards referred to in this Agreement. These OBF guidelines include, but are not limited to:

4.2.1.1 The Parties shall issue all Connectivity Bills containing such billing data and information in accordance with the most current version of CABS BOS, or if development time is required, within two versions of the current CABS BOS standard. To the extent that there are no CABS BOS, or MECAB standards governing the formatting of certain data, such data shall be issued in the format mutually agreed to by BellSouth and MCIm.

4.2.1.2 BellSouth shall transmit Connectivity Billing information and data in the appropriate CABS BOS format electronically via CONNECT:Direct to the other party at the location specified by such party. MCIm data centers will be responsible for originating the calls for data transmission. BellSouth shall transmit in accordance with mutually agreed to technical specifications. MCIm 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 thirty (30) calendar days before the changes take effect.

4.2.1.3 OBF Issue 1141 for Reciprocal Compensation (Final Closure)

4.2.1.4 OBF Issue 1201 for Interconnection Trunks (Final Closure)

4.2.1.5 OBF Issue 1202 for Unbundled Loops (Final Closure)

4.2.1.6 OBF Issue 1197 for INP (Final Closure)

4.2.1.7 OBF Issue 1215 for Resale (Final Closure)

4.2.1.8 OBF Issue 1284 for LNP (Final Closure)

4.2.1.9 OBF Issue 1287 for Unbundled Network Elements (all original seven (7) Network Elements (Final Closure)

4.2.1.10 OBF Issue 1548 for verification of UNE bills (not to Final Closure)

4.2.1.11 OBF Issue 1549 for uniquely identifying UNE usage on a bill (not to Final Closure)

4.2.1.12 OBF Issue 1667 for exchanging billing information for Unbundled Network Elements (not to Final Closure)

4.2.2 Bill Rendering. The Parties shall bill each other for each Service supplied pursuant to this Agreement at the rates forth in this Agreement. Billing may only begin upon acceptance of Service.

4.2.2.1 The Parties shall record and bill in accordance with this Agreement those charges incurred as a result of the purchase of Services, as set forth in this Agreement (hereinafter "Connectivity Charges").

4.2.2.2. The Parties will bill Connectivity Charges in a CABS BOS format. The Parties will conform each CABS BOS bill in accordance with CABS BOS guidelines.

4.2.3. Information Contained in a Connectivity Bill. Each service purchased by MCIm shall be assigned a separate and unique billing code in the form agreed to by the parties and such code shall be provided to MCIm on each Connectivity Bill in which charges for such services appear.

4.2.3.1 Each such billing code shall enable MCIm to identify the service as ordered by MCIm.

4.2.3.2. Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to MCIm. All Connectivity Charges billed to MCIm shall indicate the state from which such charges were incurred, in accordance with OBF guidelines.

4.2.3.3. When MCIm 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 Connectivity Bill provided to MCIm pursuant to this Attachment 8. 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 MCIm for payment. All other non-capital recurring collocation expenses shall be billed to MCIm in accordance with this Agreement. (The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the Connectivity Charges associated with collocation.) The bill label for such collocation charges shall be entitled 'Expanded Interconnection Service." The bill label for non-capital recurring collocation expenses shall be entitled "Collocation."

4.2.3.4 The Parties shall provide to each other monthly Connectivity Bills that included all Connectivity Charges incurred by and credits and/or adjustments due to the Purchasing Party for those services ordered, established, utilized, or performed pursuant to this Agreement. The Parties shall render bills in a single bill cycle. Billing Account Numbers (BANs) shall be consolidated by service type according to OBF guidelines and as mutually agreed to by the Parties. Bill format shall be in compliance with OBF guidelines. Detailed documentation shall be sent with the bill for any debit/credit adjustments. Each bill provided by either Party shall include:

4.2.3.4.1. 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;

4.2.3.4.2. any known unbilled non-usage sensitive charges for prior periods which are incurred under this **Agreement {MCIm Language on or before one (1) year preceding the Bill Date except } {BellSouth Language to the extent permitted by law};**

4.2.3.4.3. unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date for interconnection and extending through the bill date for resold services;

4.2.3.4.4. any known unbilled usage sensitive charges for prior periods which were incurred under this **Agreement {MCIm Language on or before one (1) year preceding the Bill Date except } {BellSouth Language to the extent permitted by law};**

4.2.3.4.5. any known unbilled adjustments,which were incurred under this **Agreement {MCIm Language on or before one (1) year preceding the Bill Date except }** **{BellSouth Language to the extent permitted by law}**, and substantiated with complete documentation detailing specific adjustments.

4.2.3.5 The Bill Date must be present on each bill transmitted by the Parties, and must be a valid calendar date **and not more than ninety (90) days old.**

4.2.3.6 In compliance with OBF issue 1141, reciprocal compensation charges will be identified as the jurisdiction of 'Local' and not as interstate, or intrastate, on each bill where 'Jurisdiction' is identified. IntraLATA toll charges will be identified as Intrastate/IntraLATA or Interstate/IntraLATA (limited states) on each bill where jurisdiction is identified. BellSouth shall provide from and through dates for charges rendered on all Connectivity Bills.

4.2.3.7 BellSouth shall separately identify business charges from residence charges, as applicable for resale, in a Connectivity Bill. In addition, BellSouth shall assign a specific adjustment or reference number provided by MCIm to each adjustment and credit included on a Connectivity Bill.

4.2.3.8 On Connectivity Bills BellSouth renders to MCIm, BANs will be 13 alpha/numeric characters. The Bill Date will be the same day, month to month, per BAN. Each Party will provide the other Party at least 30 calendar days written notice prior to changing, deleting, or transferring services between BANs. The Parties shall provide one Connectivity Billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on that invoice must be reflected. BellSouth shall deliver to MCIm all Connectivity Bills no later than ten calendar days after the Bill Date and at least 20 calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. MCIm shall deliver to BellSouth all Connectivity Bills no later than ten calendar days after the Bill Date and at least 20 calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive Connectivity Billing data and information within the time period

specified above, the payment due date will be extended by the number of days receipt has been delayed.

4.2.5 Measurement of minutes of use will be in actual conversation seconds for those services that are billed based on conversation seconds. The total conversation seconds measured by each billing switch per chargeable rate elements will be totaled for the entire monthly bill cycle, and rounded to the next whole minute for UNEs, and rounded to the nearest whole minute for local interconnection usage. Local Resale will be billed in the increments in accordance with the BellSouth's underlying retail tariff.

4.2.6 Each Party shall provide to the other Party a single point of contact (SPOC) for handling any questions or problems regarding Connectivity Bills or that may arise during the implementation and performance of the obligations of this Section [4]. Each SPOC will be available via a single telephone and telephone number (not through an answering center).

4.2.7 Official Bill. Each Party receiving bills shall indicate to the other Party a primary and secondary form of official bills sent by the other Party. The official bill will take precedence over any bill received via a different medium. In addition, BellSouth shall make available for its secondary billing media microfiche, CD ROM, and magnetic tape, but in no event paper. Charges for secondary bills are as set forth in Attachment 1 of this Agreement. Notwithstanding any other provision of this Section 4.2.7, until MCIm converts its billing system from a paper medium, it shall provide its bills only on paper.

4.2.8. Additional Copies. If either party requests an additional copy(ies) of a bill, such party shall pay the other party, at rates set forth in Attachment 1 of this Agreement, for such 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.

4.2.9. Electronic Bills. BellSouth will send Connectivity Bills to MCIm via CONNECT:Direct as the primary medium for delivery. BellSouth may elect, with agreement from MCIm, to deliver Connectivity Bills via secondary media, such as CD ROM, diskette, microfiche, or magnetic tape. To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, MCIm shall provide BellSouth process specifications. BellSouth shall comply with MCIm's processing specifications when BellSouth transmits a Connectivity Bill to MCIm. MCIm shall provide to BellSouth notice if a Connectivity Billing transmission is received that does not meet MCIm's specifications. This transmission will be corrected and resubmitted to MCIm, at BellSouth's sole expense, in a form that can be processed. The payment due date for resubmitted transmissions will be thirty-five (35) days after the date that

the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4.2.9.1 BellSouth shall deliver to a location specified by MCIm, billing information via CONNECT:Direct, magnetic tape, CD ROM or microfiche.

4.2.10. Billing Cycle. Subject to the terms of this Section [4], including, but not limited to, Section [4.2.12], each party shall pay the other party within thirty (30) days from the issue date of the bill. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day. In the event of an emergency, system failure or other such condition which prevents BellSouth from transmitting via CONNECT:Direct, BellSouth shall notify MCIm of such difficulties within forty-eight (48) hours of detection. BellSouth shall deliver to a location specified by MCIm billing information via magnetic tape or paper, as agreed to by MCIm and BellSouth. The parties acknowledge that all tapes transmitted to the other party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data shall not be returned to the sending party.

4.2.11 Late Payment Charges. Amounts not paid within 30 calendar days after the Bill Date are considered past due and subject to the following late payment provisions:

4.2.11.1 A late payment charge may be applied, if: (i) no payment is received by the billing Party; (ii) a partial payment of the amount due is received by the billing Party after the payment due date; or (iii) payment is received by the billing Party in funds that are not immediately available to the billing Party. The late payment factor will be an amount equal to the lesser of:

4.2.11.1.1 The highest interest rate that may be levied by law for commercial transactions, compounded daily for each day after the payment due date through and including the date the billed Party makes payment to the billing Party; or

4.2.11.1.1.1 For resale and unbundled network elements, 1.5 % per month of the unpaid balance;

4.2.11.1.1.2 For access and local interconnection, 0.00059%, compounded daily, of the amount due.

4.2.12. Billing Disputes. The disputing Party must document its claim to the other Party in writing. If the Parties are unable to resolve the dispute to their

mutual satisfaction, either Party may file a complaint with the Commission/Board in accordance with the Commission's/Board's rules of procedure. For purposes of this Agreement, the Dispute Date is the date on which the disputing Party presents sufficient documentation to support a claim.

4.2.12.1. Each party agrees to notify the other party upon the discovery of a billing discrepancy "Notice of Discrepancy".

4.2.12.2. In the event of such Notice of Discrepancy, the parties shall use best efforts to resolve the discrepancy within one hundred twenty (120) calendar days notification using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period.

4.2.12.3. Closure of a specific billing period shall occur by joint Agreement of the parties whereby the parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit. Closure shall take place within six (6) months of the Bill Date. The billing period being closed represents those Connectivity Charges that were billed or should have been billed by the respective Bill Date.

4.2.12.3.1 If the dispute is resolved in favor of billing Party and the disputing Party paid the disputed amount on or before the payment due date, no interest credits or late payment charges will apply to the disputed amounts.

4.2.12.3.2 If the dispute is resolved in favor of the billing Party and the disputing Party withheld the disputed amount, any payments withheld pending settlement will be subject to the late payment charge set forth in Section 4.2.11, unless the billing party has failed to provide the billing information required by this Attachment.

4.2.12.3.3 If the dispute is resolved in favor of the disputing Party and the disputing Party paid the disputed amount, the disputing Party will receive a credit from the billing Party for the disputed amount plus interest at the rate set forth in Section 4.2.11 of this Attachment.

4.2.12.4. If the dispute is not resolved within the allotted time frame, the following resolution procedure shall begin:

4.2.12.4.1. If the dispute is not resolved within sixty (60) days of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.

4.2.12.4.2. If the dispute is not resolved within ninety (90) days of Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution.

4.2.12.4.3. If the dispute is not resolved within one hundred and twenty (120) days of the Notice of Discrepancy, the dispute may be resolved pursuant to Section 23 (Dispute Resolution Procedures) of Part A of this Agreement.

4.2.12.5 Every Dispute Notification shall contain a unique tracking number assigned by the Party issuing the Dispute Notification. If the OBF adopts a guideline for documentation of a billing dispute, the Parties shall comply with such guideline and any other requirements agreed to by the Parties. Until such a guideline is adopted, sufficient documentation may consist of, but is not limited to, the following information, where the information is relevant to the dispute and available to the disputing Party:

4.2.12.5.1 The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the disputing Party's belief that the bill is incorrect;

4.2.12.5.2 The type of usage (i.e., originating or terminating);

4.2.12.5.3 The end office where the minutes of use originated or terminated (if applicable);

4.2.12.5.4 The number of minutes in dispute;

4.2.12.5.5 The billing account number(s) (BANs);

4.2.12.5.6 The dollar amount in dispute;

4.2.12.5.7 The date of the Connectivity Bill(s) in question;

4.2.12.5.8 Circuit number or complete system identification and DS3 system identification if the dispute concerns a connecting facility assignment (CFA) on a DS1. Line number, trunk number and Two Six Code (TSC) may also be provided;

4.2.12.5.9 Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the disputing Party believes is incorrect (e.g., non-recurring charge, mileage, circuit identification) and why it believes this to be incorrect (not received, not ordered, incorrect rate, etc.). For order activity disputes, documentation may include traffic reports, billing cycle, and, if the service is shared, both main and shared service BANs. Line number, trunk number and Two Six Code as well as end-office identification may also be provided; or

4.2.12.5.10 Any other information necessary to facilitate dispute resolution. If additional information from the disputing Party would assist in resolving the dispute, the other Party may request that the disputing Party provide this information. The request for the additional information will not affect the Dispute Date established by this Section [4.2.12].

4.2.12.6. The date of resolution will be the date on which the billing Party completes its investigation of the dispute, notifies the disputing Party of the disposition and, if the billing dispute is resolved in favor of the disputing Party, applies the credit for the amount of the dispute resolved in disputing Party's favor to the disputing Party's bill, including the interest on the disputed amount, as appropriate.

4.2.13. Each Party shall credit the other Party for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality; and installation problems if caused by the billing Party. Such credits shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS BOS guidelines.

4.2.14 Recording. The Parties will record call information in accordance with this Section [4] . Each Party will record call detail information associated with calls as follows:

4.2.14.1 For terminating interconnection minutes of use, each Party will calculate the terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recording made within each Party's network and use these recordings as the basis for its Connectivity Bills to the other Party.

4.2.14.2 The records described below will be provided at a Party's request and will be formatted pursuant to Section (5) of this Attachment,

Bellcore (Telcordia)'s EMI standards, and the requirements of this Section [4]. These records will be transmitted to the other Party daily in EMI format via CONNECT:Direct. BellSouth and MCIm will retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least 90 days after transmission to the other Party.

4.2.15 BellSouth shall be responsible for billing and collecting charges from IXCs for access related to interexchange calls generated by resale subscribers.

4.2.16. Data Quality. BellSouth agrees that if it transmits data to MCIm in a mechanized format, BellSouth shall also comply with the following specifications which are not contained in CABS BOS guidelines but which are necessary for MCIm to process Connectivity Billing information and data:

4.2.16.1. The Bill Date shall not contain spaces or non-numeric values.

4.2.16.2. Each Connectivity Bill must contain at least one detail record.

4.2.16.3. Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

4.2.16.4. The Invoice Number must not have embedded spaces or low values

4.2.16.5 The BAN must not have any embedded spaces or low values.

4.2.17 At least thirty (30) days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to MCIm Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of CABS BOS guidelines. After the receipt of the test data from BellSouth, MCIm will notify BellSouth at least ten days prior to the software implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CABS BOS guidelines, BellSouth shall make the necessary corrections prior to implementation to meet such standards or guidelines.

4.2.18 Nonpayment. {MCI Language Absent a good faith billing dispute, if payment of account is not received by the bill day in the monthe after the original bill day, the billing Party may pursue dispute resolution according to the provisions of Part A}

BellSouth language would replace MCI's 4.2.18

{4.2.18.1 Absent a good faith billing dispute, if payment of account is not received by the bill day in the month after the original bill day, the billing Party may provide written notice to billed party, that additional applications for Service will be refused and that any pending orders for Service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition the billing Party may, at the same time, give thirty days notice to the person designated by the billed Party to receive notices of noncompliance, and discontinue the provision of existing services to the billed Party at any time thereafter without further notice.

4.2.18.2 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

4.2.18.3 If payment is not received or arrangements made for payment by the date given in the written notification, MCIm's services may be discontinued. Upon discontinuance of service on a MCIm's account, service to MCIm's End Users will be denied. BellSouth will also reestablish service at the request of the End User or MCIm upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. MCIm is solely responsible for notifying the end user of the proposed disconnection of the service.

4.2.18.4 If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

4.3 Billing Tapes

4.3.1 In emergency situations when tape transmittal has been used for billing tapes BellSouth shall adhere to the tape packaging requirements set forth in this Agreement. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a 6-inch distance from any magnetic field generating device (except a magnetron-tape device). BellSouth shall only use those shipping containers that contain internal insulation to prevent damage. BellSouth shall clearly mark on the outside of each shipping container its name, contact and return address. BellSouth shall not ship any Connectivity Billing tapes in tape canisters.

4.3.2 All emergency billing data transmitted via tape must be provided on a cartridge tape and must be of high quality, conform to the parties' record and label standards, 18-track, odd parity, 6,250 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. MCIm reserves the right to destroy a tape that has been determined to have unrecoverable errors. MCIm also reserves the right to replace a tape with one of equal or better quality.

4.3.3 Billing data tapes used in emergency circumstances shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS
Record Length	bytes (fixed length)
Blocking factor	records per block
Block size	bytes per block
Labels	Standard IBM Operating System

4.3.4 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.

4.3.5 Tape labels shall conform to IBM OSNS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are 80-character records recorded in EBCDIC, odd parity.

4.3.6 BellSouth shall conform to the Standard Volume Label Format which will be prescribed by MCIm.

4.3.7 BellSouth shall use The IBM Standard Dataset Label Format which will be prescribed by MCIm.

4.3.8 BellSouth shall use mutually agreed upon test & production dataset formats.

4.3.9. The file format (block size, record size, etc.) will be mutually agreed upon by the parties.

4.3.10 MCIm will have no responsibility to return tapes delivered to MCIm.

4.4 Connectivity Billing and Recording Interface Performance and Management. Connectivity Billing and Recording Interface Performance. Consistent with Attachment 10 of this Agreement, the Parties will comply with the performance measurements and reporting for transactions passed over the electronic Connectivity Billing and Recording interface.

5. Customer Usage Data (MCI Language)

5.1 Provision of Customer Usage Data

5.1.1 BellSouth shall provide MCIm with all Customer usage data and related information and functionalities as set forth in this Section [5] via CONNECT:Direct, to a location designated by MCIm, unless otherwise agreed by the Parties.

5.1.2 For Local Resale, BellSouth shall record all call detail information associated with every call originating with the end user; and

5.1.2 For Network Element Platform, BellSouth shall record all call detail information associated with every call originating and terminating with the end user.

5.1.2.7. .BellSouth Software Changes:

5.1.2.7.2. When BellSouth plans to introduce any software changes which impact the format or content structure of the usage data feed to MCIm, designated BellSouth personnel shall notify MCIm no less than one hundred twenty (120) calendar days before such changes are implemented. Such software changes must be consistent with EMI standards, unless the change is agreed to by both parties.

5.1.2.7.2.0. . .@ @ **If it is necessary for BellSouth to request changes in the schedule, content or format of usage data transmitted to MCIm, BellSouth shall notify MCIm. BellSouth and MCIm agree to comply with changes in EMI standard as they from time to time occur.**

5.1.2.7.2. MCIm personnel shall review the impact of the change on the entire control structure and the Post Conversion Test Plan, herein. MCIm shall negotiate any perceived problems with BellSouth and shall arrange to have the data tested utilizing the modified software.

5.1.2.7.2. BellSouth shall provide a test file to MCIW with the software changes 30 days in advance of the conversion to verify that the data can be processed.

5.1.2.7.2. Upon receipt of the ILEC test file, MCIW will process and verify that the file conforms to its data center requirements within five business days.

5.1.2.7.2. If MCIW encounters problems with the test file, the BellSouth SPOC shall respond to MCIW's inquiry within 24 hours, and provide a corrected file within five working days, after the inquiry.

5.1.2.7.2. Upon receipt of BellSouth's corrected test file, MCIW will process the file and verify in writing that it conforms to its data center requirements within five business days.

5.1.2.4.7 BellSouth shall communicate the projected changes to the single point of contact in MCIm so that potential impacts on MCIm processing can be determined.

5.1.2.7. .MCIm Requested Changes:

5.1.2.7.2. MCIm may request changes in the schedule, content, format of the usage data transmitted from BellSouth, as deemed necessary by MCIm. The requested change must be within the constraints of EMI industry standard requirements unless mutually agreed upon by the parties.

5.1.2.5.2 When the negotiated changes are to be implemented, MCIm and/or BellSouth shall arrange for testing of the modified data in a mutually agreed Post Conversion Test Plan designed to encompass all types of changes to the usage data transferred by BellSouth to MCIm and the methods of transmission for that data.

5.1.2.7. .The Parties will address BellSouth system changes as follows:

5.1.2.7.2. For a BellSouth system change, BellSouth shall provide MCIW with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

5.1.2.7. Changes to controls: MCIm may request changes to the control structure. BellSouth Requested control changes will be negotiated.

5.1.2.7.1. MCIm shall be notified in writing of all proposed negotiations initiated by BellSouth. In turn, MCIm shall notify BellSouth in writing of proposed change negotiations

initiated by MCIm. These written notifications will be directed to the single point of contact for the respective companies.

5.1.2.7.2. After formal notification of planned changes, whether originated by BellSouth or MCIm, designated MCIm personnel shall schedule negotiation meetings as required with designated BellSouth personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

5.1.2.7.3 In subsequent meetings, BellSouth shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated MCIm personnel shall negotiate a detailed test procedure with BellSouth.

5.1.2.8. Verification Of Changes. MCIm may request changes to the control structure. BellSouth shall comply with the requested changes.

5.1.2.8.1 Based on the detailed description of changes furnished by BellSouth, MCIm and BellSouth personnel shall:

- **Determine the type of change(s) to be implemented.**
- **Develop a comprehensive test plan.**
- **Negotiate scheduling and transfer of modified data with BellSouth.**
- **Negotiate testing of modified data with appropriate MCIm RPC.**
- **Negotiate processing of verified data through the MCIm billing system.**
- **Confirm that test data is verified and acceptable by both BellSouth and MCIm.**

5.1.2.9. Introduction of Changes: When all of the testing requirements have been met and the results reviewed and accepted, designated MCIm and BellSouth personnel will:

- **Negotiate an implementation schedule.**
- **Verify the existence of a contingency plan with the appropriate MCIm personnel.**

- ❖ **Arrange for the follow-up review of changes with appropriate MCIm personnel.**
- ❖ **Arrange for appropriate changes in control program, if applicable.**
- ❖ **Arrange for long-term functional review of the impact of changes on the MCIm billing system, i.e. accuracy, timeliness, and completeness.**

5.1.4. Charges

5.1.4.1. BellSouth shall charge fees as delineated in Attachment 1.

5.1.4.2. No charges shall be assessed for incomplete call attempts, nor will attempts be delivered to MCIm for calls which originate from lines purchased by MCIm for resale.

5.1.5 **Testing**

5.1.5.6 Periodic Review: Control procedures for all usage transferred between BellSouth and MCIm shall require periodic review. This review may be included as part of an annual audit of BellSouth by MCIm or as part of the normal production interface management function. Breakdowns which impact the flow of usage between BellSouth and MCIm must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by MCIm and BellSouth.

5.2 General Requirements and Functions

5.2.1 ATIS Standards. Consistent with Section [1] of this Attachment 8, BellSouth shall comply with OBF standards and guidelines and the additional standards outlined in this Section [5] when recording and transmitting Recorded Usage Data.

5.2.1.1 BellSouth shall comply with EMI industry standards in delivering customer usage data to MCIm.

5.2.1.2. BellSouth shall provide MCIm with Recorded Usage Data in accordance with provisions of Section 4 of this document.

5.2.2 Content of Recorded Usage Data. 4.1.1.3 BellSouth shall provide MCIm with copies of all usage and detail information on MCIm customers. This information will be provided to the MCIm designated billing locations. Recorded Usage Data includes, but is not limited to, the following categories of information:

5.2.2.1. Completed Calls
5.2.2.2. Use of CLASS/LASS/Custom Features (under circumstances where BellSouth records activations for its own end user billing).
5.2.2.3. Calls To Information Providers Reached Via BellSouth Facilities And Contracted By BellSouth
5.2.2.4. Calls To Directory Assistance Where BellSouth Provides Such Service To An MCIm Subscriber
5.2.2.5. Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service To MCIm's Local Service Subscriber and usage is billable to an MCIm account.
5.2.2.6. For BellSouth-Provided MULTISERV Service,
5.2.2.7. Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.
5.2.2.8. Recording of completed calls which BellSouth does not record for its own service offerings (e.g., flat rate free calling area service)
5.2.2.9.. However, MCIm may submit and BellSouth will accept a PON for a time and cost estimate for development by BellSouth of the capability to provide copies of other detail usage records for completed calls originating from lines purchased by MCIm for resale.

5.2.3. Retention of Records: BellSouth shall maintain a machine readable back-up copy of the message detail provided to MCIm for a minimum of ninety (90) calendar days. BellSouth shall provide any data back-up to MCIm upon the request of MCIm within the record retention interval and at the rates set forth in Attachment 1.

5.2.4. BellSouth shall provide to MCIm Recorded Usage Data for MCIm subscribers. BellSouth shall not submit other carrier local usage data as part of the MCIm Recorded Usage Data.

Message Distribution System (CMDS) interfacing host, require written notification from MCImto 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 MCIm and will coordinate all associated conversion activities.

5.2.9.5 BellSouth will receive messages from MCIm that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

5.2.9.6 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 MCIm.

5.2.9.7 All data received from MCIm 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.

5.2.9.8 All data received from MCIm 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)).

5.2.9.9 BellSouth will receive messages from the CMDS network that are destined to be processed by MCIm and will forward them to MCIm on a daily basis.

5.2.9.10 Transmission of message data between BellSouth and MCIm will be via CONNECT:Direct.

5.2.9.11 All messages and related data exchanged between BellSouth and MCIm 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.

5.2.9.12 MCIm 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.

5.2.9.13 Should it become necessary for MCIm to send data to BellSouth more than sixty (60) days past the message date(s), MCIm 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 MCIm to notify all affected Parties.

5.2.9.14 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 MCIm) identified and agreed to, the company responsible for creating the data (BellSouth or MCIm) 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 *in accordance with section 5.2.10 of this Attachment.* 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.

5.2.9.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from MCIm, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify MCIm of the error condition. MCIm 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, MCIm will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

5.2.9.16 In association with message distribution service, BellSouth will provide MCIm with associated intercompany settlements reports (CATS and NICS) as appropriate.

5.2.9.17 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.

5.2.9.18 <u>RAO Compensation</u>

5.2.9.18.1 Rates for message distribution service provided by BellSouth for MCIm are as set forth in Attachment 1 of this Agreement.

5.2.9.18.2 Rates for data transmission associated with message distribution service are as set forth in Attachment 1 of this Agreement.

5.2.9.18.4 Each Party will be responsible for all equipment, including modems and software, that is required on their side of the data circuit.

5.2.9.19 Intercompany Settlements Messages

5.2.9.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by MCIm 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 MCIm and the involved company(ies), unless that company is participating in NICS.

5.2.9.19.2 Both traffic that originates outside the BellSouth region by MCIm and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by MCIm, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by MCIm, involves a company other than MCIm, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

5.2.9.19.3 Once MCIm is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

5.2.9.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of MCIm. BellSouth will distribute copies of these reports to MCImon a monthly basis.

5.2.9.19.5 BellSouth will receive the monthly Calling Card and Third NumberSettlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of MCIm. BellSouth will distribute copies of these reports to MCIm on a monthly basis.

5.2.9.19.6 BellSouth will collect the revenue earned by MCIm from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee as set forth in Attachment 1 of this Agreement, on behalf of MCIm. BellSouth will remit the revenue billed by MCIm to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee as set forth in Attachment 1 of this Agreement, on behalf on MCIm. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to MCIm via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

5.2.9.19.7 BellSouth will collect the revenue earned by MCIm 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 as set forth in Attachment 1 of this Agreement, on behalf of MCIm. BellSouth will remit the revenue billed by MCIm within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee as set forth in Attachment 1 of this Agreement. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to MCIm via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

5.2.919.8 BellSouth and MCIm agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

5.2.10 Lost Data

5.2.10.1. Loss of Recorded Usage Data - In the event MCIm Recorded Usage Data is determined to have been lost, damaged or destroyed as a result of an error or omission by BellSouth in its performance of the recording function , upon MCIm's request, BellSouth shall attempt to recover the Recorded Usage Data at no charge to MCIm. In the event the data cannot be recovered by BellSouth, BellSouth and MCIm shall mutually agree upon a credit amount based upon an estimate of the affected messages and associated revenue, reduced by a mutually agreed upon estimate of associated Recording Service charges, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by BellSouth and MCIm. This estimate shall be used to adjust amounts MCIm owes

BellSouth for services BellSouth provides in conjunction with the provision of Recorded Usage Data, and BellSouth's liability for lost, damaged or destroyed Recorded Usage Data shall be limited to the application of the credit described in this section .

5.2.10.2. The lost revenue per day will be based upon the daily average of revenues for the corresponding days of the week (e.g. four Mondays) in the most recent month for which MCIm supplied data to BellSouth before the day of loss, except:

5.2.10.2.1. If the loss occurs on a weekday which is a holiday (except Mother's Day or Christmas), BellSouth will use the daily average of revenues from the four Sundays of the most recent month for which MCIm supplied data to BellSouth before the day of loss;

5.2.10.2.2. If the loss occurs on Mother's Day or Christmas, BellSouth will use the daily average of revenue from that day in the preceding year (if available from the data supplied by MCIm to BellSouth before the day of loss); and

5.2.10.2.3. If the loss occurs on a day not a holiday but one (or more) of the days lost is a holiday, BellSouth will use additional corresponding days from the next most recent month for which MCIm supplied data to BellSouth before the day of loss.

5.2.11 Core Billing Information

5.2.11.1 Recorded Usage Data all intraLATA toll and local usage. BellSouth shall provide MCIm with unrated EMI records associated with all billable intraLATA toll and local usage which they record on lines purchased by MCIm for resale. Any billable Category, Group and/or Record types approved in the future for BellSouth shall be included if they fall within the definition of local service resale. MCIm shall be given notification thirty (30) days prior to implementation of a new type, category and / or record.

5.2.11.2. BellSouth shall provide rated EMI records only when explicit consent for sending such records has been obtained from MCIm. The following records shall be rated by BellSouth:

Category 01	Operator handled, person to person, collect calls, bill to third number, SSP record query
Category 03	Credit & adjustments
Category 41	Subscriber credit

5.2.11.3. All messages billable to an MCIm account will BellSouth be transmitted to MCIm. BellSouth recorded usage billable to MCIm Subscribers.

5.2.11.4. Data Delivery Schedules: Data shall be delivered to MCIm by BellSouth daily (Monday through Friday) unless otherwise negotiated. MCIm and/or BellSouth Data Center holidays are excluded. BellSouth and MCIm shall exchange schedules of designated Data Center holidays.

5.2.12 Supporting Billing Information

5.2.12.1. Returned Long Distance Messages and Invoices

5.2.12.1.1. EC shall return message records or invoices to MCI for messages or invoices which cannot be billed to a BellSouth end user because BellSouth no longer serves the end user for the associated messages or invoices as a result of the end user telephone number being served by another LEC/CLEC. BellSouth will return IC messages as misdirected if BellSouth no longer serves the end user.

5.2.12.1.2. Message records or invoices shall be returned as part of the established unbillable process. Returned messages or invoices shall be in industry-standard EMI format using the OBF-agreed return code 50, unless otherwise negotiated with MCI.

5.2.12.1.3. Additional return codes to be used for return designations are as follows:

81 - Rated record is received and indicator 19 is set to a value of other than 1 or 3 for a CIC of zeroes.
82 - Message is determined to be interLATA, and interLATA is not determined to be applicable.

83 - field is designated as numeric field contains non-numeric values.
84 - message is terminating to number that has a NPA 900

5.2.12.1.4. The above message and/or invoice returns shall contain the Operating Company Number (OCN), or another identifying number or code as may become a future industry standard, of the LEC serving the end user through resale or portability at the time the invoice or message is returned.

5.2.12.1.5. Following are the record types and positions where the OCN should be populated. The error or return code should continue to appear in the standard position.

01-XX-XX record:	**positions 168-171**
01-51-21 record:	**positions 125-128**
01-51-24 record:	**positions 187-190**
41-XX-XX record (detail):	**positions 168-171**
41-50-XX record (summary):	**positions 154-157**
42-50-XX record (summary):	**positions 154-157**

5.2.12.2. Interim Number Portability. BellSouth shall provide MCIm call detail records identifying each IXC which are sufficient to allow MCIm to render bills to IXCs for calls IXCs place to ported numbers in the BellSouth network which the BellSouth forwards to MCIm for termination.

MCIm shall become the Customer of Record for the original BellSouth's telephone number(s), subject to the CALNP arrangements. BellSouth shall provide to MCIm the Electronic Message Interface ("EMI") for all calls in a daily electronic CONNECT:Direct feed or magnetic tape, as specified by MCIm, for MCIm customers.

5.2.13 Product/Service Specific

5.2.13.1. BellSouth shall provide a Specialized Service / Service Provider Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.

5.2.14 Emergency Information

5.2.14.1. MCIm shall arrange transport facilities per BellSouth tariffed services. BellSouth shall transmit via NDM whenever possible. In the event usage transfer cannot be accommodated by NDM because of extended (one (1) business day or longer) facility outages, BellSouth shall contract for a courier service to transport the data via tape. The data tape will be transported via courier service and costs for delivery will be borne by the company responsible for the outage.

5.2.14.2. BellSouth shall comply with the following standards when emergency data is transported to MCI on tape or cartridge via a courier. The data shall be in fixed or variable block format as specified by MCI and:

Tape: 9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge: 38,000 BPI (Bytes per inch)
LRECL: 2,472 Bytes
Parity: Odd
Character Set: Extended Binary Coded Decimal Interchange Code (EBCDIC)
External labels: Exchange Carrier Name, Dataset Name (DSN) and volume serial number
Internal labels: IBM Industry OS labels shall be used. They consist of a single volume label and two sets of header and trailer labels.

5.2.15 Rejected Recorded Usage Data

5.2.15.1. If MCIm should encounter significant volumes of errored messages that prevent processing by MCIm within its systems, BellSouth will work with MCIm to jointly determine the source and appropriate error resolution.

5.2.15.2. BellSouth must return EMI records to IXCs with the OBF standard message reject code which indicates that BellSouth no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the end user.

5.2.15.3. Rejected messages or invoices shall be returned to MCIm in accordance with procedures and timeframes already established between BellSouth and MCIm.

5.2.16 Interfaces

5.2.16.1. BellSouth shall transmit formatted Recorded Usage Data to MCIm via NDM as designated by MCIm.

5.2.16.2. MCIm shall notify BellSouth of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

5.2.16.3. Critical edit failure on the Pack Header or Pack Trailer records shall result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by MCIm within one (1) business day of processing. Rejected packs shall be corrected by BellSouth and retransmitted to MCIm within twenty-four (24) hours or within an alternate timeframe negotiated on a case by case basis.

5.2.16.6 The data will be packed using ATIS EMI records.

5.2.17 Formats & Characteristics

5.2.17.1. Rated in collect messages should be transmitted via the NDM and can be intermingled with the unrated messages. No special packing is needed

5.2.17.2. EMI: BellSouth shall provide Recorded Usage Data in the EMI format and by category, group and record type, and shall be transmitted, via a direct feed, to MCIm. The following is a list of EMI records that MCIm can expect to receive from BellSouth:

Header Record	**20-20-01**
Trailer Record	**20-20-02**
Detail Records *	**01-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 33, 35, 37, 80, 81, 82, 83**
	10-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 35, 37, 80, 81, 82, 83
Credit Records	**03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,**
Rated Credits	**41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,**
Cancel Records	**51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82, (58 -01 -xx where the record being cancelled is unrated)**

Correction Records 71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

*** Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5**

In addition, BellSouth shall provide a 01-01-18 Miscellaneous Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.

5.2.17.3. BellSouth shall comply with the most current version of Bellcore standard practice guidelines for formatting EMI records.

5.2.17.4. The Interfacing Bell RAO, OCN, and Remote Identifiers shall be used by MCIm to control invoice sequencing and each shall have its own invoice controls.

5.2.17.5. The file's Record Format (RECFM) shall be Variable Block with 175 character EMI record, plus modules if appropriate.

5.2.17.6. Initially, BellSouth may elect not to comply with specific sorting requirements. However, MCIm may elect to require BellSouth to sort PACKS in accordance with MCIm specifications at a later date.

5.2.17.7. BellSouth shall transmit the usage to MCIm using dataset naming conventions prescribed by MCIm.

5.2.17.8. Carrier access service records shall be mutuallyagreed to by both parties.

5.2.18 Controls

5.2.18.1 MCIm shall test and certify the NDM interface to ensure the accurate receipt of Recorded Usage Data.

5.2.18.2 Header and trailer records shall be populated in positions 13-27 with the following information:

Position	
13-14	Invoice numbers (1-99)

15-16	Bell Co. ID number
17-19	Interfacing Bell RAO Code
20-23	MCIm OCN - value 7229
24-27	Reseller OCN

The trailer grand total record count shall be populated with total records in pack (excluding header & trailer)

5.2.18.3 Control Reports: MCIm accepts input data provided by BellSouth in EMI format in accordance with-the requirements and specifications detailed in this Section 5 of the Attachment 8. In order to ensure the overall integrity of the usage being transmitted from BellSouth to MCIm, data transfer control reports shall be required. These reports shall be provided by MCIm to BellSouth on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by BellSouth.

5.2.18.4 Control Reports - Distribution: Since BellSouth is not receiving control reports, dataset names shall be established during detailed negotiations.

5.2.18.5 Message Validation Reports: MCIm shall provide the following once(1) per day (or as otherwise negotiated) Message Validation reports to the designated BellSouth System Control Coordinator. These reports shall be provided for all data received within BellSouth Local Resale Feed and shall be transmitted Monday through Friday.

5.2.18.6 Incollect Pack Processing: This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

BellSouth Name
Reseller Total Messages processed in a pack
Packs processed shall reflect the number of messages initially erred and accepted within a pack
Reseller Total Packs processed

5.2.18.7 MCIm requires information on a subscriber's selection of billing method, special language billing, and other billing options.

5.2.19 Standards

5.2.19.1. When requested by MCIm for security purposes, BellSouth shall provide MCIm with Recorded Usage Data within two (2) hours of call completion. If not available in EMI format, the Recorded Usage Data may be provided in AMA format.

5.2.19.2. BellSouth shall include the Working Telephone Number (WTN) of the call originator on each EMI call record where Technically Feasible.

5.2.19.3. End user subscriber usage records and station level detail records shall be in packs in accordance with EMI standards.

5.2.19.4. BellSouth shall provide Recorded Usage Data to MCIm on a schedule to be determined by the parties once a day Monday through Friday except holidays.

5.2.19.5. BellSouth shall segregate and organize the Recorded Usage Data in a manner mutually agreed upon between BellSouth and MCIm..

5.2.20 Performance Measures Refer to Attachment 10

5. Optional Daily Usage File
{BELLSOUTH LANGUAGE}

5.1 Upon written request from MCIm, BellSouth will provide the Optional Daily Usage File (ODUF) service to MCIm pursuant to the terms and conditions set forth in this section.

5.2 The MCIm shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 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 a MCIm customer.

Charges for delivery of the Optional Daily Usage File will appear on the MCIms' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5.4 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.

5.5 Messages that error in the billing system of the MCIm will be the responsibility of the MCIm. If, however, the MCIm should encounter significant volumes of errored messages that prevent processing by the MCIm within its systems, BellSouth will work with the MCIm to determine the source of the errors and the appropriate resolution.

5.6 **The following specifications shall apply to the Optional Daily Usage Feed.**

5.6.1 Usage To Be Transmitted

5.6.1.1 The following messages recorded by BellSouth will be transmitted to the MCIm:

- 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 (Network Element only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

5.6.1.2 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.

5.6.1.3 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 MCIm.

5.6.1.4 In the event that MCIm detects a duplicate on Optional Daily Usage File they receive from BellSouth, MCIm will drop the duplicate message (MCIm will not return the duplicate to BellSouth).

5.6.2 Physical File Characteristics

5.6.2.1 The Optional Daily Usage File will be distributed to MCIm 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.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and MCIm for the purpose of data transmission. Where a dedicated line is required, MCIm will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCIm will also be responsible for any charges associated with this line. **{BELLSOUTH LANGUAGE 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 MCIm. Additionally, all message toll charges associated with the use of the dial circuit by MCIm will be the responsibility of **MCIm.**

(BellSouth Language)

5. Optional Daily Usage File

5.1 Upon written request from MCI WorldCom, BellSouth will provide the Optional Daily Usage File (ODUF) service to MCI WorldCom pursuant to the terms and conditions set forth in this section.

5.2 The MCI WorldCom shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 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 a MCI WorldCom customer.

Charges for delivery of the Optional Daily Usage File will appear on the MCI WorldComs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5.4 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.

5.5 Messages that error in the billing system of the MCI WorldCom will be the responsibility of the MCI WorldCom. If, however, the MCI WorldCom should encounter significant volumes of errored messages that prevent processing by the MCI WorldCom within its systems, BellSouth will work with the MCI WorldCom to determine the source of the errors and the appropriate resolution.

5.7 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 Usage To Be Transmitted

5.6.1.1 The following messages recorded by BellSouth will be transmitted to the MCI WorldCom:

- 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 (Network Element only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

5.6.1.2 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.

5.6.1.3 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 MCI WorldCom.

5.6.1.4 In the event that MCI WorldCom detects a duplicate on Optional Daily Usage File they receive from BellSouth, MCI WorldCom will drop the duplicate message (MCI WorldCom will not return the duplicate to BellSouth).

5.6.2 Physical File Characteristics

5.6.2.1 The Optional Daily Usage File will be distributed to MCI WorldCom 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.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and MCI WorldCom for the purpose of data transmission. Where a dedicated line is required, MCI WorldCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCI WorldCom 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 MCI WorldCom. Additionally, all message toll charges associated with the use of the dial circuit by MCI WorldCom will be the responsibility of MCI WorldCom. 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 MCI WorldCom end for the purpose of data transmission will be the responsibility of MCI WorldCom.

5.6.3 Packing Specifications

5.6.3.1 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.

5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to MCI WorldCom which BellSouth RAO that is sending the message. BellSouth and MCI WorldCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by MCI WorldCom and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

5.6.4 Pack Rejection

5.6.4.1 MCI WorldCom 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. MCI WorldCom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to MCI WorldCom by BellSouth.

5.6.5 Control Data

MCI WorldCom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate MCI WorldCom 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 MCI WorldCom for reasons stated in the above section.

5.6.6 Testing

5.6.6.1 Upon request from MCI WorldCom, BellSouth shall send test files to MCI WorldCom 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 MCI WorldCom set up a production (LIVE) file. The live test may consist of MCI WorldCom's employees making test calls for the types of services MCI WorldCom requests on the Optional Daily Usage File. These test calls are logged by MCI WorldCom, 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.

6.5.7. Access Daily Usage File

6.1.5.7.1. Upon written request from MCI WorldCom, BellSouth will provide the Access Daily Usage File (ADUF) service to MCI

WorldCom pursuant to the terms and conditions set forth in this section.

6.2 The MCI WorldCom5.7.2 The MCIm shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.35.7.3 The Access Daily Usage Feed will contain access messages associated with a port that MCI WorldCom has purchased from BellSouth

6.45.7.4 Charges for delivery of the Access Daily Usage File will appear on the MCI WorldComs' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.55.7.5 Messages that error in the billing system of the MCI WorldCom will be the responsibility of the MCI WorldCom. If, however, the MCI WorldCom should encounter significant volumes of errored messages that prevent processing by the MCI WorldCom within its systems, BellSouth will work with the MCI WorldCom to determine the source of the errors and the appropriate resolution.

6.65.7.6 Usage To Be Transmitted

5.7.6.1 The following messages recorded by BellSouth will be transmitted to MCI WorldCom:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

When MCI WorldCom5.7.6.2 When MCIm purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (MCI WorldCom is BellSouth's toll customer):

BellSouth will bill resale toll rates to MCI WorldCom and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to MCI WorldCom via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to MCI WorldCom and send access record to MCI WorldCom.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to MCI WorldCom and send access record to MCI WorldCom.

6.6.35.7.6.3 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 MCI WorldCom.

6.6.45.7.6.4 In the event that MCI WorldCom detects a duplicate on the Access Daily Usage File they receive from BellSouth, MCI WorldCom will drop the duplicate message (MCI WorldCom will not return the duplicate to BellSouth.)

6.6.55.7.6.5 Physical File Characteristics

6.6.5.15.7.6.5.1 The Access Daily Usage File will be distributed to MCI WorldCom 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.

6.6.5.25.7.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and MCI WorldCom for the purpose of data transmission. Where a dedicated line is required, MCI WorldCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCI WorldCom 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 MCI WorldCom. Additionally, all message toll charges associated with the use of the dial circuit by MCI WorldCom will be the responsibility of MCI WorldCom. 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 MCI WorldCom end for the purpose of data transmission will be the responsibility of MCI WorldCom.

6.6.65.7.6.6 Packing Specifications

6.6.6.15.7.6.6.1 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.

6.6.6.25.7.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to MCI WorldCom which BellSouth RAO that is sending the message. BellSouth and MCI WorldCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by MCI WorldCom and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

5.7.6.6.7 Pack Rejection

6.6.7.1 MCI WorldCom5.7.6.6.7.1MCIm 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. MCI WorldCom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to MCI WorldCom by BellSouth.

5.7.6.6.8 Control Data

MCI WorldCom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate MCI WorldCom 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 MCI WorldCom for reasons stated in the above section.

5.7.6.6.9 TESting

5.7.6.6.9.1 Upon request from MCI WorldCom, BellSouth shall send test files to MCI WorldCom for the Access Daily Usage File. 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.

5.8 Enhanced Optional Daily Usage File

7.15.8.1 Upon written request from MCI WorldCom, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to MCI WorldCom 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.

7.2 · The MCI WorldCom5.8.2 The MCIm shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.35.8.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the MCI WorldComs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

7.45.8.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

7.55.8.5 Messages that error in the billing system of the MCI WorldCom will be the responsibility of the MCI WorldCom. If, however, the MCI WorldCom should encounter significant volumes of errored messages that prevent processing by the MCI WorldCom within its systems, BellSouth will work with the MCI WorldCom to determine the source of the errors and the appropriate resolution.

5.8.6 The following specifications shall apply to the Optional Daily Usage Feed.

7.6.15.8.6.1 Usage To Be Transmitted

7.6.1.15.8.6.1.1 The following messages recorded by BellSouth will be transmitted to the MCI WorldCom:

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

5.8.6.1.2 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 MCI WorldCom.

7.6.1.35.8.6.1.3 In the event that MCI WorldCom detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, MCI WorldCom will drop the duplicate message (MCI WorldCom will not return the duplicate to BellSouth).

7.6.25.8.6.2 Physical File Characteristics

7.6.2.15.8.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to MCI WorldCom over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among MCI WorldCom's Optional Daily Usage File (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).

7.6.2.25.8.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and MCI WorldCom for the purpose of data transmission. Where a dedicated line is required, MCI WorldCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCI WorldCom 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 MCI WorldCom. Additionally, all message toll charges associated with the use of the dial circuit by MCI WorldCom will be the responsibility of MCI WorldCom. 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 MCI WorldCom end for the purpose of data transmission will be the responsibility of MCI WorldCom.

7.6.35.8.6.3 Packing Specifications

7.6.3.15.8.6.3.1 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.

7.6.3.25.8.6.3.2 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 MCI WorldCom which BellSouth RAO that is sending the message. BellSouth and MCI WorldCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by MCI WorldCom and resend the data as appropriate.

6. Maintenance and Repair

6.1 Provision of Maintenance and Repair

6.1.1 BellSouth shall provide MCIm use of BellSouth's maintenance and repair OSS Function by providing MCIm the information, data, processes, and functionalities via an Application-to-Application interface as set forth in this Attachment. BellSouth shall maintain this interface, including, but not limited to, the data connections, at Parity.

6.1.2 The Application-to-Application interface referenced in Section 6.1.1 above (Electronic Communications Trouble Administration, "ECTA") will allow MCIm personnel to perform the following functions for MCIm Customers: (i) enter trouble reports in the BellSouth maintenance systems for an MCIm Customer; (ii) retrieve and track current status on all MCIm Customer trouble reports entered via ECTA; (iii) receive "estimated time to repair" ("ETTR") on a Real Time basis; (iv) receive immediate notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment; (v) conduct metallic line or other tests at the same level as BellSouth trouble handling personnel; and (vi) receive automated notification of trouble closure in conformance with the specifications detailed in the MCIm Electronic Bonding Functional Requirements and Design document version 5.0 and the MCIm/BellSouth joint implementation agreement document.

6.1.3 BellSouth shall provide to MCIm maintenance and repair business processes, as well as the technical and systems maintenance and repair interfaces at Parity and on a nondiscriminatory basis. BellSouth shall comply with the applicable performance measurements set forth in Attachment 10, and as required by law.

6.1.3.1 Neither Party shall knowingly deploy or maintain any circuits, facilities or equipment that:

6.1.3.1.1 Interferes with or impairs service over any facilities of the other Party or a third party, in excess of interference or impairment explicitly permitted by Applicable Law or national standards;

6.1.3.1.2 Causes damage to the other Party's plant or collocation Premises;

6.1.3.1.3 Creates unreasonable hazards to any person;

6.1.3.1.4 Compromises the privacy of any communications, unless otherwise authorized by tariffs or Applicable Law.

6.1.3.2 Neither Party shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by the other Party, other than by connection or disconnection to any interface means used, except with the consent of the other Party. Provided, however, that a Party discovering an immediate threat of serious physical damage to property or injury to person may take whatever measures that Party deems reasonably necessary to remove the threat.

6.1.3.4 Each Party shall notify the other of situations that arise that may result in a service problem for the other Party. If either Party reasonably determines that any equipment or facilities of the other Party violates the provisions of Section 6.1.3.1, the determining Party shall give written notice to the other Party, which notice shall direct the other Party to cure the violation within 48 hours. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If the Parties determine that the violation cannot be cured within 48 hours, at a minimum the curing Party shall commence curative measures within 24 hours and exercise reasonable diligence to complete such measures as soon as possible thereafter.

6.1.3.5 For all repair requests, each Party shall prescreen troubles prior to referring the trouble to the other Party.

6.1.3.6 Each Party may bill the other Party for referring a trouble that requires a dispatch outside of the central office and is found not to be in the network of the Party to whom the trouble was referred, pursuant to its standard time and material charges. The standard time and material charges will be no more than what the Party normally would charge for the same services.

6.1.4 BellSouth's repair bureau shall conform to the performance requirements set forth in this Attachment when providing maintenance and repair services to MCIm.

6.1.4.1 BellSouth shall provide MCIm with the capability to open trouble tickets, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the relevant premises, obtain status, and receive completion information. BellSouth shall handle MCIm troubles at Parity and shall not require MCIm technicians to perform any task beyond the metallic line testing required to isolate troubles within BellSouth's network. BellSouth shall provide electronically bonded access to MCIm to perform the metallic line testing.

6.1.4.2 If BellSouth misses the "estimated time to restore", BellSouth shall use its best efforts to notify MCIm in a timely manner.

6.1.4.3 Telephone Service Priority. Upon receipt of a request from MCIm containing the appropriate TSP Authorization Codes assigned by the NSEP-TSP, BellSouth shall identify the account with this code. BellSouth will conform to the framework defined by the NSEP-TSP for restoration on a priority basis of the individual accounts.

6.1.4.4 BellSouth will make repair service available to MCIm personnel 24 hours a day, seven days a week.

6.2 General Business Requirements and Functions

6.2.1 Each Party will be the single point of contact for all repair calls on behalf of its end users. The Parties agree to provide one another with toll-free contact numbers for such purposes.

6.2.2 BellSouth shall dispatch maintenance personnel for MCIm Customers on the same schedule that BellSouth provides for its own Customers. BellSouth shall dispatch BellSouth technicians to MCIm designated premises upon request by MCIm.

6.2.3 MCIm shall handle all interactions with MCIm subscribers including all calls regarding service problems, establishing appointments pursuant to Section, and notifying the subscriber of trouble status and resolution, unless otherwise authorized by MCIm. BellSouth may contact MCIm end users for the express purpose of performing routine maintenance on BellSouth's network (e.g., to notify an end user of tree trimming operations).

6.2.4 For services provided through resale, BellSouth agrees to provide scheduled maintenance for residential and small business subscribers, consisting of cable throws, performed with test sets which prevent the subscribers' services from being interrupted during the activity. BellSouth shall monitor individual cutover work to insure that the service is not in use prior to the cut. Central office conversions shall be publicized through the media and will occur after midnight and before 4:00A.M., unless MCIm is provided with **{MCIm LANGUAGEwritten notification}** **{BELLSOUTH LANGUAGE notification via web posting}.**

6.2.5 BellSouth shall provide MCIm with the same scheduled and non-scheduled maintenance including, without limitation, required and recommended maintenance intervals and procedures, for all Services provided to MCIm under this Agreement that it currently provides for maintenance of its own network at a level of quality which is at Parity.

6.2.7 Disaster Recovery. The Parties shall adhere to the Disaster Recovery Plan set forth in Appendix 1 of this Attachment.

6.2.11 Adverse Trend Analysis BellSouth will work cooperatively with MCIm to identify the source of, and correct, adverse trends identified through the performance measurements set forth in Attachment 10 of this Agreement. BellSouth will report to MCIm the cause for the adverse trend and BellSouth's measures to correct the same. For trends that are not corrected, MCIm may

request, and BellSouth shall perform, at Parity, a root cause analysis on the trend, and provide the details of that analysis to MCIm.

6.2.13 BellSouth shall supply MCIm with a unique number, which may be the customer's actual number, to identify each MCI initial trouble report opened. For repeat trouble reports, if the previous trouble was within a 30 day period, the report will be flagged as a repeat report automatically.

6.2.15 Where BellSouth provides switching, MCIm may request, and BellSouth shall provide, selective call routing, at the rates set forth in Attachment 1 of this Agreement, that will enable MCIm subscriber calls to "611" to be routed to the MCIm repair center.

6.2.16 MCIm may open a trouble report at any time for any circuit ID for which BellSouth has previously submitted a completion notice for a service request. In addition, MCIm may open a trouble report where a previous report for the same circuit ID has been closed by BellSouth. MCIm may escalate to BellSouth to the last level of escalation occurring on the closed report.

6.2.17 BellSouth shall notify MCIm upon completion of a trouble report. The report shall not be closed until the trouble is resolved and notification is received by MCIm.

6.2.22 BellSouth shall permit MCIm to call BellSouth to verify central office features and functions as they relate to an open trouble report. BellSouth agrees to work with MCIm on the initial trouble report to isolate the cause of the trouble and, where possible, resolve the feature/function related trouble at that time.

6.2.23 BellSouth shall proactively advise MCIm of any central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of any inquiry or trouble report. BellSouth shall notify MCIm of switch failures pursuant to the Disaster Recovery Plan in Appendix 1 of this Attachment.

6.2.24 BellSouth agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all trouble reports.

6.2.25 Maintenance charges for premises visits by BellSouth employees or contractors shall be billed to MCIm and not to the customer.

6.2.25.1 BellSouth employees or contractors shall present the customer with an unbranded form detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary.

6.2.25.2 If additional premises work is required that cannot be performed on that visit, BellSouth shall call MCIm to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises with the Customer on the line so that MCIm can schedule a new appointment with BellSouth and Customer at the same time.

6.2.25.3 The BellSouth employees or contractors who perform maintenance and repair shall obtain the Customer's signature on a form, and use the signed form to input maintenance charges into the BellSouth repair and maintenance database. These charges will include any charges for inside wiring work by BellSouth employees or contractors.

APPENDIX 1
ATTACHMENT 8

1999
BELLSOUTH

DISASTER RECOVERY PLANNING

for

CLECS

April 7, 2000

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same parity consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516. The telephone number for MCI Worldcom Local Switch Control Center, is 1-888-722-9266.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components which could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means are available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding reroutes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from affected carriers and notification of the CLECs involved. In some cases, changes in translations will be

required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) place specialists and emergency equipment on notice;

b) inventory the damage to determine what equipment and/or functions are lost;

c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

e) begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC), will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) place specialists and emergency equipment on notice;

b) inventory the damage to determine what equipment and/or functions are lost;

c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

e) redirect as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) placing specialists and emergency equipment on notice;

b) inventorying the damage to determine what equipment and/or functions are lost;

c) moving containerized emergency equipment to the stricken area, if necessary;

d) reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

e) restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to an CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO - Central Office (BellSouth)

DS3 - Facility that carries 28 T1s (672 circuits)

ECC - Emergency Control Center (BellSouth)

CLEC - Competitive Local Exchange Carrier

NMC - Network Management Center

SWC - Serving Wire Center (BellSouth switch)

T1 - Facility that carries 24 circuits

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BOLD LANGUAGE IS IN DISPUTE, AND IS MCI LANGUAGE UNLESS OTHERWISE NOTED BY BOLD UNDERLINE (which is BST language). NORMAL FONT LANGUAGE IS AGREED

ATTACHMENT 9
ANCILLARY SERVICES

1. Basic 911/E911

1.1. Basic 911 and E911 General Requirements

1.1.1. BellSouth shall provide MCIm with access to 911 and E911.

1.1.2. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

1.1.3. E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/Data Base Management System (ALI/DBMS) and the E911 tandem switch, to determine to which Public Safety Answering Point (PSAP) to route the call.

1.1.4. If BellSouth develops and makes available to its customers any other type of 911 service (e.g., advanced intelligent network 911) BellSouth shall make such service available to MCIm at rates that will be negotiated at the time the service is made available.

1.1.5. BellSouth shall provide to MCIm, where available, the emergency public agency (e.g. police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which they provide service. Such information shall be used solely for purposes of handling emergency calls.

1.1.6. BellSouth shall transmit to MCIm all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's as soon as such changes occur. This transmission will be in a mutually agreed to

electronic format, if and when such an electronic format becomes available

1.1.7. Basic 911 and E911 functions provided to MCIm shall be at least at parity with the support and services that BellSouth provides to its subscribers for such similar functionality.

1.1.8. Descriptions, signaling, trunking and ordering interfaces for 911/E911 are set forth in this Agreement.

1.2. Basic 911 and E911 Access from Local Switching

1.2.1. Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

1.2.1.1 The Parties shall comply with all applicable laws and regulations concerning emergency services.

1.2.1.2 For E911, BellSouth shall receive data from MCIm electronically. An ALI/DBMS discrepancy report listing errors detected by BellSouth will be faxed to MCIm promptly. MCIm will transmit daily update files for "batch" processing within 24 hours of receipt of a fax transmission of errors.

1.2.2. In government jurisdictions where BellSouth has obligations under existing agreements as the primary provider of the 911 Service to the county, MCIm shall participate in the provision of the 911 Service as follows:

1.2.2.1. Each party shall be responsible for those network portions of the 911 Service for which it has control, including any necessary maintenance to each party's portion of the 911 Service.

1.2.2.2. Where BellSouth is the host Telco, BellSouth shall be responsible for maintaining the E-911 database including validating MCIm updates against MSAG and posting valid updates to E911 database. Errors will be returned to MCIm for correction and transmission of valid updates.

1.2.2.3. MCIm may verify the accuracy of information regarding MCIm Customers in the ALI/DBMS database using methods and procedures mutually agreed to by the Parties.

1.2.3. If a third party is the primary service provider to a government agency, MCIm shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and MCIm are totally separate from this Agreement and BellSouth makes no representations on behalf of the third party.

1.2.4. If MCIm or Affiliate is the primary service provider to a government agency, MCIm and BellSouth shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

1.2.5. BellSouth shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

1.2.5.1. BellSouth shall update the ALI/DBMS Database with MCIm data in an interval no less than is experienced by BellSouth subscribers, or than for other carriers, whichever is faster, at no additional cost.

1.2.7 BellSouth shall provide to MCIm, at the rates set forth in Attachment 1 of this Agreement, the necessary Network Elements and services in order for MCIm to provide E911/911 services to governmental agencies in accordance with the requirements of this Agreement.

1.3. Basic 911 and E911 Database Requirements

1.3.1. The telephone number ("TN") data is managed in ALI/DBMS by BellSouth, but the responsibility for providing the data resides with each Local Service Provider.

1.3.2. Copies of the MSAG shall be provided within ten (10) business days from the time requested and provided on CD-ROM or such other medium as the Parties may agree.

1.3.3. MCIm shall be solely responsible for providing MCIm database records to BellSouth for inclusion in BellSouth's ALI/DBMS database on a timely basis.

1.3.4. BellSouth and MCIm shall arrange for the automated input and periodic updating of the E911 database information related to MCIm end users as stated in the BellSouth E911 Local Exchange Carrier Guide for Facility Based Providers. BellSouth shall work cooperatively with MCIm to

ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG).

1.3.5. MCIm shall assign an E911 database coordinator charged with the responsibility of forwarding MCIm end user ALI/DBMS record information to BellSouth or via a third-party entity, charged with the responsibility of ALI/DBMS record transfer. MCIm assumes all responsibility for the accuracy of the data that MCIm provides to BellSouth.

1.3.6 Automatic Location Identification/Data Base Management System (ALI/DBMS)

The ALI/DBMS Database contains subscriber information (including name, address, telephone information, and sometimes special information from the local service provider or subscriber) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DBMS database is used to provide more routing flexibility for E911 calls than Basic 911. This Subsection 1.3.6 supplements the requirements for SCPs/Databases set forth in the technical references in Attachment III, Appendix 1. BellSouth shall provide the Emergency Services Database in accordance with the following:

1.3.6.1. Technical Requirements

1.3.6.1.1. BellSouth shall provide error reports from the ALI/DBMS database to MCIm after MCIm inputs information into the ALI/DBMS database. Where BellSouth provides local switching or resold services to MCIm, MCIm may utilize BellSouth to enter through the service order process subscriber information into the data base on a demand basis, and validate subscriber information on a demand basis. With either ALI/DBMS update method, BellSouth shall provide the ability for MCIm to update ALI/DBMS database with end user information for lines that have been ported via INP or LNP.

1.3.6.1.2. The ALI/DBMS database shall contain the following subscriber information:

1.3.6.1.2.1 Name;

1.3.6.1.2.2 Address;

1.3.6.1.2.3 Telephone number; and

1.3.6.1.2.4 Other information as BellSouth deems appropriate

1.3.6.1.3. When BellSouth is responsible for administering the ALI/DBMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless MCIm requests otherwise and shall be updated if MCIm requests.

1.3.6.1.4. When Remote Call Forwarding (RCF) is used to provide number portability to the local subscriber 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 ALI/DBMS database by the Party that enters subscriber information into the database for that subscriber.

1.3.6.1.5 MCIm's End User records will be updated in the ALI/DBMS via the ALI/DBMS electronic interface. The ALI/DBMS and selective router databases will be subsequently updated via the ALI/DBMS once MCIm's End User records are updated in the ALI/DBMS. The ALI/DBMS will send completion information back to the electronic interface for retrieval by MCIm.

1.3.6.2. Interface Requirements -

1.3.6.2.1 The interface between the E911 Switch or Tandem and the ALI/DBMS database for MCIm subscribers shall meet industry standards.

1.3.6.2.2 <u>911 Trunking Arrangements</u>

1.3.6.2.2.1 The Parties agree to provide access to 911/E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable and efficient Interconnection of MCIm's systems to BellSouth's 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which BellSouth provides to itself, its Customers, subsidiaries, Affiliates or any other third parties.

1.3.6.2.2.2 MCIm shall order, and BellSouth shall provision, a minimum of two dedicated one-way trunks with either MF or SS7 signaling, as available, at the DS-0 level (at a minimum), from MCIm's Central Office to each BellSouth 911/E911 selective router (e.g., 911 Tandem Office) that

serves the areas in which MCIm provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs ("911 Interconnection Trunk Groups").

1.3.6.2.2.3 All 911 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

1.3.6.2.2.4 At MCIm's request, BellSouth shall receive MCIm CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to the 911 PSAPs, or E911 tandems, on trunks from an MCIm end-office.

1.3.6.2.2.5] If and when SS7 signaling on 911 trunks is being provided by BellSouth, at MCIm's request, BellSouth shall receive MCIm SS7 traffic destined to any BellSouth 911 tandem on trunks from an MCIm end-office.
1.3.6.2.2.6 Diversity between BellSouth's 911 tandem and the PSAP will be maintained or upgraded and provided to MCIm to utilize the highest level of diversity available in the network equal to that which BellSouth provides to itself, its Customers, subsidiaries, Affiliates or any other third parties.

1.3.6.2.2.7 Where there is an alternate means of transmitting a 911/E911 call to a PSAP in the event of failures, BellSouth shall make that alternate means available to MCIm.
1.3.6.2.2.8 BellSouth shall route E911 calls received from MCIm's switching office to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. **BellSouth shall provide MCIm with the appropriate CLLI codes and specifications regarding the tandem serving area, associated addresses and meet points in the network.**

1.3.6.2.2.9 BellSouth shall provide for overflow of MCIm's 911 traffic at Parity and as directed by the PSAP.

1.3.6.2.2.11 BellSouth shall provide selective routing boundary documentation to MCIm. Documentation shows the boundary around the outside of the set of exchange areas served by that selective router. The documentation provides MCIm the information

necessary to set up its network to route E911 callers to the correct selective router. BellSouth shall provide MCIm updates to the documentation as this information changes.

1.3.6.2.2.12 BellSouth shall provide MCIm with a detailed written description of the following information.

1.3.6.2.2.13 When requested by MCIm, geographic boundaries of the BellSouth exchange service areas, and assistance in identifying the geographic boundaries of the government entities and PSAPs, as necessary.

1.3.6.2.2.14 When requested by MCIm, BellSouth shall provide documentation showing the correlation of BellSouth's Rate Centers to its 911/E911 Tandems

1.3.6.2.2.15 When requested by MCIm, BellSouth shall provide technical specifications for network interface, database loading and maintenance.

1.3.6.2.2.16 Equipment and circuits used for 911 shall be monitored **{BST language -- for MCIm in the same manner as BellSouth provides for itself.} {MCI language -- at all times. Monitoring of circuits shall be done to the individual circuit level. Monitoring shall be conducted by BellSouth for trunks between the tandem and all associated PSAPs.}**

1.3.6.2.2.17 BellSouth shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. BellSouth must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).

1.3.6.2.2.18 Repair service by BellSouth shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

1.3.6.2.2.19 Subject to mutual agreement, BellSouth shall interconnect direct trunks from the MCIm network to the E911 PSAP, or the E911 tandems as designated by MCIm. Such trunks may alternatively be provided by MCIm, without the selective routing function.

1.3.7. If BellSouth establishes multiple ALI/DBMS databases that cover different geographic areas, BellSouth shall identify which states, counties or parts thereof are covered by which ALI/DBMS databases, and identify and communicate a point of contact for each.

1.3.8. MCIm shall provide information on new subscribers to BellSouth within one (1) business day of the order completion. BellSouth shall update the database within two (2) business days of receiving the data from MCIm. If BellSouth detects an error in the MCIm provided data, the data shall be returned to MCIm within two (2) business days from when it was provided to BellSouth. MCIm shall respond to requests from BellSouth to make corrections to database record errors by uploading corrected records within two (2) business days.

1.3.9. BellSouth agrees to treat all data on MCIm subscribers provided under this Agreement as strictly confidential and to use data on MCIm subscribers only for the purpose of providing E911 services.

1.3.10. BellSouth shall adopt use of a NENA ID (NENA standard five-character field) on all ALI records received from MCIm at such time as a NENA customer identification is implemented. The NENA ID will be used to identify the carrier of record in INP/LNP configurations.

1.3.11. BellSouth shall provide MCIm with the following information:

1.3.11.1 When requested by MCIm, the identification of the correct 911 tandem to which MCIm's 911 calls should be routed, based on MCIm's NPA-NXX and MCIm's identification of the BellSouth NPA-NXX to which it corresponds.

1.3.11.2. Technical specifications for network Interface (provided via BellSouth's web site), Technical specifications for database loading and maintenance (provided via the E911 Local Exchange Carrier Guide for Facility Based Carriers).

1.3.13. Where BellSouth is the host Telco, BellSouth shall provide MCIm with notification when MCIm's ALI records have been received. BellSouth shall ensure that the ALI records are delivered to the appropriate ALI/DBMS and selective router databases and are correctly entered.

1.3.14 Where BellSouth is the host telco, each ALI/DBMS discrepancy report shall be researched by MCIm, and BellSouth shall assist MCIm if necessary. The responsible Party shall take immediate corrective action.

1.3.15 Where BellSouth is responsible for maintenance of the ALI/DBMS database, BellSouth shall provide database maintenance at no charge to MCIm.

1.3.16 All MCIm lines that have been ported via INP shall reach the correct PSAP when 911 is dialed, provided MCIm has appropriate trunking in place. BellSouth shall send both the ported number and the MCIm number (if both are received from MCIm) to the PSAP.

1.3.16.1 BellSouth shall cooperate with MCIm to ensure that 911/E911 service is fully available to all MCIm End Users whose telephone numbers have been ported from BellSouth.

1.3.17 BellSouth, where available, shall work with the appropriate government agency to provide MCIm the ten-digit POTS number of each PSAP which sub-tends each BellSouth selective router/911 tandem to which MCIm is interconnected.

1.3.18 BellSouth shall notify MCIm 48 hours in advance of any scheduled testing or maintenance affecting MCIm 911 service, and provide notification as soon as possible of any unscheduled outage affecting MCIm 911 service.

1.3.19. MCIm shall be responsible for reporting all errors, defects and malfunctions to BellSouth. BellSouth shall use its best efforts to provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts within thirty (30) days of the Effective Date.

1.3.20 MCIm may enter into subcontracts with third parties, including MCIm Affiliates, for the performance of any of MCIm's duties and obligations stated herein.

1.3.21 Within ninety (90) days of a BellSouth decision to implement SS7 signaling, BellSouth shall notify MCIm of such decision.

1.3.22 BellSouth shall provide notification of any pending tandem / selective router moves, NPA splits, or scheduled maintenance outages, with enough time to react.

1.3.23 BellSouth shall notify MCIm within 30 days of BellSouth's decision to implement "reverse ALI" inquiries by public safety entities.

1.3.24 BellSouth shall continue its existing process for the management of NPA splits by populating the ALI/DBMS database with the appropriate new NPA codes.

1.3.25 MCIm may, at its discretion, further request additional and/or modified reporting as business needs demand.

2. Operator Call Processing

2.1. General

2.1.1. BellSouth shall provide for the routing of local calls via Operator Call Processing (including but not limited to 0+, 0-) dialed by MCIm subscribers directly to either the MCIm operator service platform or BellSouth operator service platform as specified by MCIm. BellSouth shall provide MCIm with selective routing via Line Class Codes, where technically feasible. Further, MCIm and BellSouth shall continue to work with the appropriate industry groups to develop a long term solution for selective routing. At such time as BellSouth implements a long term solution, it shall be made available to MCIm at non-discriminatory rates, terms and conditions.

2.1.2. MCIm subscribers shall be provided, subject to section 2.1.1, above, the capability by BellSouth to dial the same telephone numbers to access MCIm operator services that BellSouth subscribers dial to access BellSouth Operator Call Processing. Trunking and signaling requirements for Operator Call Processing trunks and trunk groups are set forth in this Agreement.

2.2. Unbundled Operator Services

2.2.1. BellSouth shall provide, subject to section 2.1.1, above, Operator Call Processing as described below until, at MCIm's discretion, BellSouth routes calls to the MCIm Local Operator Services platform.

2.2.1.1. BellSouth agrees to provide MCIm subscribers the same Operator Call Processing available to BellSouth subscribers. BellSouth shall make available its service enhancements on a non-discriminatory basis.

2.2.2. BellSouth shall provide the following minimum Operator Call Processing capabilities to MCIm subscribers:

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

2.2.2.2 BellSouth shall complete 0+ intraLATA toll calls.

2.2.2.3 BellSouth shall complete calls that are billed to a calling card. In the event that BellSouth accepts any Special Calling Cards or credit cards for completing calls, BellSouth shall notify MCIm and identify which cards are accepted. 2.2.2.4 BellSouth shall complete person-to-person calls.

2.2.2.5 BellSouth shall complete collect calls.

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

2.2.2.7 BellSouth shall complete station-to-station calls.

2.2.2.8 BellSouth shall process emergency calls when the caller dials 0- in error.

2.2.2.9 BellSouth shall process BLV/BLVI requests.

2.2.2.10 BellSouth shall process emergency call trace, subject to mutual agreement of MCIm and BellSouth on applicable processes.

2.2.2.11 BellSouth shall process operator-assisted Directory Assistance calls.

2.2.2.12 Upon a subscriber request for either a rate quote or time and charges, BellSouth shall, through a neutral response, inquire of the subscriber from which carrier the rate or time and charges is requested. The operator will connect the call to that carrier.

2.2.2.12 BellSouth shall route 0- traffic directly to an automated menu that will allow the caller to reach a "live" operator by either pressing a key or staying on the line.

2.2.2.13 BellSouth Caller assistance for the disabled to MCIm in the same manner as provided to disabled BellSouth subscribers.

2.2.2.14 If and when available, BellSouth shall provide operator-assisted conference calling.

2.2.2.15. When requested by MCIm, BellSouth shall provide instant credit on operator services calls as provided to BellSouth subscribers.

2.2.2.16. Operator Call Processing shall adhere to equal access requirements when providing operator transfer services.

2.2.2.17. BellSouth shall provide MCIm with Operator Call Processing at Parity. Service quality must, at a minimum, comply with all federal, state and local requirements. BellSouth shall provide service measurements and accounting reports as mutually agreed by MCIm and BellSouth.

2.2.2.18 BellSouth shall direct MCIm subscriber account inquiries and other similar inquiries to the subscriber service center designated by MCIm.

2.2.2.19 BellSouth shall provide an electronic feed of subscriber call records in "EMI" format to MCIm in accordance with this Attachment.

2.2.2.20. Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.

2.2.3 BellSouth shall notify MCIm at least 45 days in advance of any changes or enhancements to its Operator Services, and 180 days in advance of conversion to SS7 signaling for Operator Services, and shall make available such service enhancements on a nondiscriminatory basis immediately upon activation.

2.2.4 Branding

2.2.4.1 The BellSouth Operator Call Processing Branding Feature provides a definable announcement to MCIm end users using Operator Call Proccessing prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows MCIm to have its calls custom branded with the name designated by MCIm. Rates for Custom Branding, and Operator Call Processing are set forth in Attachment 1.

2.2.4.2 BellSouth offers four service levels of branding to MCIm when ordering Operator Call Processing.

2.2.4.2.1 Service Level 1 - BellSouth Branding

2.2.4.2.2 Service Level 2 - Unbranded

2.2.4.2.3 Service Level 3 - Custom Branding (at Parity, currently front end and back end)

2.2.4.2.4 Service Level 4 - Self Branding (applicable only to MCIm for Resale or use with unbundled Local Switching when routing to an operator service provider other than BellSouth).

2.2.4.3 Branding for Resellers and Use with unbundled Local Switching

2.2.4.3.1 BellSouth Branding is the Default Service Level.

2.2.4.3.2 Unbranding, Custom Branding, and Self Branding require MCIm to order selective routing for each originating BellSouth end office identified by MCIm. Rates for Selective Routing are set forth in Attachment 1.

2.2.4.3.3 Custom Branding and Self Branding require MCIm to order dedicated trunking from each BellSouth end office identified by MCIm, to either the BellSouth Traffic Operator Position System (TOPS) or MCIm Operator Service Provider. Rates for trunks are set forth in Attachment 1.

2.2.4.3.4 Unbranding - Unbranded Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by MCIm to the BellSouth TOPS. These calls are routed to "No Announcement."

2.2.4.4 Branding For Facilities Based Service

2.2.4.4.1 All Service Levels require MCIm to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in Attachment 1.

2.2.4.4.2 Customized Branding includes charges, set forth in Attachment 1, for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which MCIm requires service.

2.2.5 BellSouth shall direct Customer account and other similar inquiries to the subscriber service center designated by MCIm.

2.2.6 BellSouth shall provide an electronic feed of Customer call records in EMI format to MCIm for billing purposes as required by MCIm.

2.3 Emergency Calls to Operator

2.3.1 BellSouth will accept and process emergency calls to BellSouth operators. BellSouth shall not charge to accept and process emergency calls for MCIm resale customers, however, BellSouth shall charge the appropriate operator work time charge set forth in Attachment 1 for MCIm facility-based Customers.

2.3.1.1 The BellSouth operator will ask the caller where he or she lives and transfer the caller to the appropriate emergency agency (e.g., fire, police, poison control) for the caller's area.

2.3.1.2 If the BellSouth operator is unable to determine the caller's community, BellSouth will handle such calls as it does for its own end users.

2.3.1.3 If the assistance of another carrier's operator is required, BellSouth will attempt to reach the appropriate operator via inward operator assistance, if such facilities exist, or by any other means, if such facilities do not exist, that BellSouth uses to serve its customers.

2.4 Billed Number Screening

2.4.1 BellSouth shall perform Billed Number Screening, at the rates set forth in Attachment 1 when handling Collect, Third Party and Calling Card Calls, both for station-to-station and person-to-person call types.

2.4.2. Unless directed otherwise by MCIm, in the event that end user subscribers change their local service provider, BellSouth shall maintain subscriber data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such subscribers shall not experience any interruption of service due to the lack of such maintenance of subscriber data. In the event that end user subscribers change their local service provider, BellSouth shall use its best efforts to avoid service interruption in those situations where BellSouth has control over additions and deletions in the database as LIDB provider.

2.4.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Call Processing to MCIm as that which BellSouth provides for its own Operator Call Processing.

2.5 Busy Line Verification/Busy Line Verification Interruption (BLV/BLVI)

2.5.1 When BellSouth provides switching, BellSouth shall provide BLV/BLVI, at Parity, when MCIm purchases BellSouth Operator Call Processing.

2.5.2 When MCIm provides switching, BellSouth shall provide BLV/BLVI when MCIm purchases verification trunks to each MCIm end office for which MCIm requests BellSouth to provide BLV/BLVI and for which MCIm purchases BellSouth Operator Call Processing.

2.6 Inward Operator Services

2.6.1 If MCIm does not use BellSouth's operator services for Operator Call Processing, MCIm may order Inward Operator Services from BellSouth.

2.6.2 Inward Operator Services allows the MCIm operator to route inward to a BellSouth operator when a MCIm end user has requested the busy line verification and/or interruption of a BellSouth end user's line (and/or end user lines for which Operator Call Processing is performed on behalf of other LECs by BellSouth.) At the request of the MCIm operator, the BellSouth operator shall check for conversation. If the BellSouth operator hears "scrambled" conversation, the BellSouth operator shall perform an interruption if requested. The BellSouth operator shall report the results to the MCIm operator who shall report to the MCIm end user.

2.6.3 MCIm, at its option, may order, and BellSouth shall provision, trunks from its own operator services platform directly to BellSouth's operator service center. **Alternatively, MCIm may use the Local Interconnection Trunk Groups using the network-routable access codes BellSouth establishes in the LERG.**

2.6.4 Where INP/LNP is deployed and when a BLV/BLVI request for a ported number is directed to a BellSouth operator and the query is not successful (for example, the request yields an abnormal result), the BellSouth operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.

2.6.5 Charges for services provided pursuant to Section 2 shall be set forth in Attachment I.

2.7 Operator Assisted Calls to Directory Assistance ("OADA")

2.7.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory Assistance operator. BellSouth will offer OADA to MCIm calling parties on a nondiscriminatory basis.

2.7.2 BellSouth will connect the MCIm subscribers dialing "0" to any Directory Assistance platform designated by MCImBellSouth may charge MCIm as specified in Attachment I.

2.8 Operator Services Trunking Arrangements

2.8.1 BellSouth shall route resale and UNE-P Operator Services traffic to MCIm's designated platform **{MCI language -- using switched access facilities that provide ANI, or in any other manner agreed to by MCIm.} {BST language -- MCIm shall order selective routing and separate trunk groups to the designated platform for each BellSouth end office identified by MCIm. }**

2.8.1.1 At its option, MCIm may order, and BellSouth shall provision, separate trunk groups from the BellSouth access tandem or end office to MCIm's platform, as directed by MCIm.

3. Directory Assistance

3.1. General

3.1.1 When BellSouth provides local switching or resale services to MCIm, BellSouth shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, FNPA-555-1212) dialed by MCIm subscribers directly to either the MCIm DA service platform or BellSouth DA service platform as specified by MCIm. MCIm end users may use the same dialing arrangements as BellSouth end users, but obtain an unbranded or MCIm branded service as requested by MCIm. BellSouth shall provide MCIm with selective routing via Line Class Codes, where technically feasible. **Further, MCIm and BellSouth shall continue to work with the appropriate industry groups to develop a long term solution for selective routing. At such time as BellSouth implements a long term solution, it shall be made available to MCIm at non-discriminatory rates, terms, and conditions.**

3.1.2 MCIm subscribers shall be provided, subject to section 3.2.1.2 below, the capability by BellSouth to dial the same telephone numbers for access to MCIm Directory Assistance that BellSouth subscribers dial to access BellSouth Directory Assistance.

3.2. **Unbundled** Directory Assistance

3.2.1. BellSouth shall provide, subject to section 3.1.1 above, Directory Assistance functions and services to MCIm for its subscribers as described below until at. MCIm's discretion, BellSouth routes calls to the MCIm Directory Assistance Services platform.

3.2.1.1 At MCI's option, BellSouth shall route **{MCI language -- all 411, 1411, 555-1212}** **{BST language -- Directory Assistance}** traffic to MCIm's Directory Assistance Services platform. **{BST language -- MCIm shall order selective routing and separate trunk groups to the designated platform for each BellSouth end office identified by MCIm.}** **{MCI language using FGD signaling either through direct end office trunking or via the access tandem.}**

3.2.1.2. BellSouth agrees to provide MCIm customers with the same Directory Assistance service available to BellSouth subscribers.

3.2.2. BellSouth shall provide the following minimum Directory Assistance capabilities to MCIm's subscribers:

3.2.2.1. A minimum of two subscriber listings and/or addresses or BellSouth parity per MCIm subscriber request.

3.2.2.2. Name and address to MCIm subscribers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth subscribers.

3.2.2.3. Upon request, call completion to the requested number for local and intraLATA toll calls shall be sent, subject to section 3.1.1, above, **to the network specified by MCIm**. Rating and billing shall be done by MCIm.

3.2.2.4. Populate the Directory Assistance database in the same manner and in the same time frame as for BellSouth subscribers.

3.2.2.5. Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for MCIm subscribers as for BellSouth's subscribers.

3.2.2.6. When requested by MCIm, BellSouth shall provide instant credit on directory assistance calls as provided to BellSouth subscribers.

3.2.2.7. BellSouth shall provide Directory Assistance to MCIm subscribers in accordance with BellSouth's internal operating procedures and standards, which shall, at a minimum, comply with accepted professional and industry standards.

3.2.3. BellSouth shall notify MCIm in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to MCIm.

3.2.4 Branding for Directory Assistance

3.2.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to MCIm end users using Directory Assistance (DA) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows MCIm to have its calls custom branded with the name designated by MCIm. Rates

for Custom Branding, and Directory Assistance are set forth in Attachment 1.

3.2.4.2 BellSouth offers four service levels of branding to MCIm when ordering Directory Assistance.

3.2.4.2.1 Service Level 1 - BellSouth Branding

3.2.4.2.2 Service Level 2 - Unbranded

3.2.4.2.3 Service Level 3 - Custom Branding (at Parity, currently front end only)

3.2.4.2.4 Service Level 4 - Self Branding (applicable only to MCIm when BellSouth provides the switching when routing to an operator service provider other than BellSouth).

3.2.4.3 Branding for Resellers and Use with Local Switching

3.2.4.3.1 BellSouth Branding is the Default Service Level.

3.2.4.3.2 Unbranding, Custom Branding, and Self Branding require MCIm to order selective routing for each originating BellSouth end office identified by MCIm. Rates for Selective Routing are set forth in Attachment 1.

3.2.4.3.3 Custom Branding and Self Branding require MCIm to order dedicated trunking from each BellSouth end office identified by MCIm, to either the BellSouth Traffic Operator Position System (TOPS) or MCIm Operator Service Provider. Rates for trunks are set forth in Attachment 1.

3.2.4.3.4 Unbranding - Unbranded Directory Assistance calls ride common trunk groups provisioned by BellSouth from those end offices identified by MCIm to the BellSouth TOPS. These calls are routed to "No Announcement."

3.2.4.4 Branding For Facilities Based Service

3.2.4.4.1 All Service Levels require MCIm to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in Attachment 1.

3.2.4.4.2 Customized Branding includes charges, set forth in Attachment 1, for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, and, if applicable, Interactive Voice

Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which MCIm requires service.

3.2.5.BellSouth shall provide MCIm with the same level of support for the provisioning of Directory Assistance as BellSouth provides itself. Directory Assistance service quality must be at Parity, and must comply with specifications that are required by law, regulatory agency, or by BellSouth's own internal procedures, whichever are the most rigorous.

3.2.5.1. Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.

3.3. Directory Assistance Data

3.3.1. Consistent with applicable laws and regulations, BellSouth shall provide to MCIm via its Directory Assistance Database Service (DADS), the subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non-discriminatory manner. The records shall include all records in BellSouth's Directory Assistance Data Base, including those of its own customers, independent telephone companies' customers, and customers of CLECs. MCIm may combine these records with any other Network Element for the provision of any Telecommunications Service. Neither Party shall use the records for any purpose which violates federal or state laws, statutes, or regulatory orders.

3.3.2. DA data shall be provided on the same terms and conditions that BellSouth provides to itself or other third parties, and at the same rates that BellSouth provides to other third parties.

3.3.2.1 Unless otherwise directed by MCIm, BellSouth shall provide MCIm subscriber records along with BellSouth subscriber records to third party carriers that request directory assistance records from BellSouth. If MCIm does direct otherwise, BellSouth shall remove MCIm's subscriber records from BellSouth's Directory Assistance database.

3.3.3 BellSouth shall provide MCIm, to the extent authorized, a complete list of ILECs, CLECs, and independent Telcos that provided data contained in the database.

3.3.4 BellSouth will provide daily updates which will reflect all listing change activity occurring since MCIm's most recent update. BellSouth shall provide updates to MCIm on a Business, Residence, or combined Business and Residence basis.

3.3.5. BellSouth shall provide complete refresh of the DA data upon mutual agreement of BellSouth and MCIm and subject to applicable charges pursuant to Attachment 1.

3.3.6. Provided that MCIm maintains, at its own expense, equipment and systems necessary at MCIm's end for the Parties to exchange directory assistance data in the Intermediate Record Format (IRF), negotiated and agreed upon by the Parties, as such format may be amended by further mutual agreement, all directory assistance data shall be provided in IRF. MCIm is not responsible for providing any equipment or systems on BellSouth's end in order for the Parties to exchange records using IRF.

3.3.6.1 Subject to amendments to the IRF that may be agreed to by the Parties, records exchanged using IRF shall include all identifiers and indicators currently used for processing subscriber listing information.

3.3.7. MCIm and BellSouth, upon mutual agreement, will designate a Technically Feasible point at which the data will be provided.

3.4. Directory Assistance Data Information Exchanges and Interfaces

3.4.1. Customer List Information

BellSouth shall provide to MCIm, when an industry standard is available, and upon request by MCIm, all published Subscriber List Information (including such information that resides in BellSouth's master subscriber system/accounts master file) via an electronic data transfer medium and in a format which is acceptable to MCIm, on the same terms and conditions and at the same rates that the BellSouth provides Subscriber List Information to itself or to other third parties.

3.4.1.2 When industry standards are available, all changes to the Subscriber List Information shall be provided to MCIm on the same day as the change occurred through the electronic data transfer medium used to transmit the initial Subscriber List Information. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service as updated.

3.4.1 BellSouth shall provide to MCIm the following:

3.4.1.1 List of NPA-NXXs relating to the listing records being provided.

3.4.1.2 List of directory section names and their associated NPA-NXXs.

3.4.1.3 List of community names expected to be associated with each of the NPA-NXXs for which listing records are provided.

3.4.1.4 List of independent company names and their associated NPA-NXXs for which their listing data is included in BellSouth's listing data.

3.4.1.5 List of approximate volume totals by NPA.

3.4.1.6 Average daily update volume by directory section, NPA and state.

3.4.1.7 Identification of any area wide or universal service numbers which may be listed.

3.4.2.8 Identification of the telephone number to be provided to callers outside the servicing area.

3.4.2.9 Identification of any listing condition(s) unique to BellSouth's serving area which may require special handling in data processing in the directory. Indented listings (Captions) must be identified and delivered and handled as specified.

3.4.4 BellSouth and MCIm shall exchange records using Network Data Mover (NDM), or another electronic transmission method on which the Parties may agree. BellSouth shall identify tracking information requirements (for example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given dataset).

3.4.4.1 BellSouth shall identify dates MCIm should not expect to receive daily update activity.

3.4.4.2 Data should be received in uppercase. An asterisk (*) should be used to advise of the need to apply the reverse capitalization rule. However, if the provider provides the listing data from a database that has already manipulated the data and applied the capitalization rules, the asterisk may be omitted.

3.4.1.1.Identify information that will enable MCIm to identify listings within an indented list (caption) set. For example:

3.4.1.1.1.When a particular listing has been designated to be filed as the first listing for a given level (0-7) of indent - usually out of alpha sequence.

3.4.1.1.2.When an alternate call listing (e.g. If no answer) relates to multiple preceding listings of the same level.

3.4.1.2.Identify any other pertinent information needed to properly process the data.

3.4.5 Listing Types. The following Listing Types shall be provided to MCIm by BellSouth:

LISTING TYPE	DESCRIPTION
LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available to a caller. MCIm may confirm the address, but is not permitted to receive the non-published telephone number. The listing information is not available in either the published directory or directory assistance.

3.4.6 Listing Styles. The following Listing Styles shall be provided by BellSouth to MCIm:

LISTING STYLE	DESCRIPTION
STRAIGHT LINE	All listing information is formatted in a straight line. Data generally consists of Name, Address, Community, and Telephone Number. Additional

	data may consist of dialing instructions or other general information relating to the listing.
INDENTED LISTING SET - STRAIGHT LINE UNDER (SLU)	Two or more listing records relating to the same listed Customer. The first is formatted as a straight line listing with the additional listing(s) indented one degree under the straight line listing.
INDENTED LISTING SET - CAPTION SET	Formatted with one listing header record and multiple indented listing records. See detailed description below.

3.4.7 Indented Listing (Caption) Set. The indented Listing (Caption) Set shall be formatted as follows:

LISTING RECORD	DESCRIPTION
HEADER RECORD	Contains listed name; address and telephone number data fields are blank.
SUB-HEADER RECORD/ LISTING	May contain name data only, or may include address and telephone number data. Associated subordinate records may or may not be present.
INDENTED NAME LISTING	Contains name data, may or may not have address data, and telephone number data.
INDENTED ADDRESS LISTING	Contains address and telephone number data; the name data text field is blank.
LEVEL OF INDENT	Header record is zero (0), sub-header and indented records range from 1 - 7.

3.4.8 Data Field Elements. Data Field Elements must be formatted as follows:

DATA FIELD	DATA ELEMENT	FIELD LENGTH
ACTION CODE	A = Add I = In D = Delete or O = out	Required: 1 alpha character
RECORD	Sequentially assigned number to	Required: 8 digits

NUMBER	each record for a given process (test, initial load, or update activity). Number assignment begins with 00000001 and is incremented by 1 for each record on the file.	
NPA	Area code relating to the directory section the record is to be listed.	Required: 3 digits
COMPANY IDENTIFIER	The 4-character company code as defined in Section 8 of the National Exchange Carrier Association, Inc. Tariff.	Required: 4 digits
DIRECTORY SECTION	Name of the directory section where the record is to be listed.	Required: Maximum of 50 alpha characters
LISTING IDENTIFIER	F = Foreign C = Cross-Reference E = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service	Optional: 1 alpha character
FILE PLACEMENT	B = Business (4) R = Residence (1) G = Government (2) BR = Business & Residence (5) BG = Business & Government (6) BRG = Business, Residence, & Government (7)	Required: Maximum of 3 alpha characters
LISTING TYPE	L = Listed N = Non-Listed NP = Non-Published	Required: Maximum of 2 alpha characters
LISTING STYLE	S = Straight line I = Indented listing set An Indented listing relates to either a caption or Straight Line	Required: 1 alpha character

	Under (SLU) set listing.	
INDENT LEVEL	0 = Non-indented record 1 - 8 = Level of indented record	Required: 1 digit
ADDRESS HOUSE NUMBER	For example: 123, A-123, 123-1/2	Optional: Maximum of 20 alphanumeric characters, including hyphen, space, and slash
ADDRESS PRE-DIRECTIONAL	For example: N, S, E, W, NE, SW, NORTH	Optional: Maximum of 5 alpha characters
ADDRESS STREET NAME	For example: Main, Peachtree-Dunwoody, HWY 75 at Exit 30	Optional: Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.
ADDRESS SUFFIX OR THOROUGHFARE	For example: SUITE 160, ST, or WAY	Optional: Maximum of 20 numeric, alpha, or alphanumeric characters
ADDRESS POST DIRECTION	For example: N, S, NE, SW	Optional: Maximum of 5 alpha characters
ADDRESS ZIP CODE	5-digits or ZIP + 4	Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4
COMMUNITY NAME	Identifies the name of the community associated with the listing record. See Glossary for more details.	Maximum of 50 alphanumeric characters, including spaces and hyphen
STATE NAME ABBREVIATION	Identifies the state associated with the community name; 2-character state abbreviation used by the U.S. Post Office.	Maximum of 2 alpha characters
INFORMATION TEXT	Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE DIAL 1 & THEN, CALL COLLECT, or TDD ONLY.	Optional: Maximum of 250 alpha, numeric, or alphanumeric characters

	The various types of Information Text must be identified to MCIm.	
NAME – FIRST WORD	Surname of a Residence or Business listing, or first word of a Business or Government listing. Multi-word or hyphenated surnames should be treated as one word.	Required for a zero (0) level record. Optional if an indented (level 1-8) record, unless the name text present in the indented record relates to a Surname. Maximum of 50 alpha, numeric, alphanumeric, or special characters
NAME – SUBSEQUENT WORD(S)	Given name and/or initial(s) of a Surname listing or Additional word(s) for a Business or Government listing	Expected if the First Word is the Surname of a Residence or Business listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters.
LINEAL DESCENT	e.g. SR, JR, III. If Lineal Descent data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data.	Optional: Maximum 10 alpha characters
TITLE(S)	e.g. MRS, LT COL, RET SGR, DR. Multiple titles are acceptable. If title data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data.	Optional: Maximum of 20 alpha characters
DEGREE	e.g. MD, CPA, PHD. Multiple degrees are acceptable. If	Optional: Maximum of 20 alpha characters

	degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is also present, it should follow title data.	
NICKNAME	**Another name the listed Customer may be known by.**	**Optional: Maximum of 20 alpha characters**
BUSINESS DESIGNATION	**Term used to identify the listed Customer's profession, business, or location, e.g. ATTY, CARPETS, OFC**	**Optional: Maximum of 50 alpha characters**
STANDARD TELEPHONE NUMBER *	**NPA NXX-LINE**	**Optional: 12 characters, including space and hyphen**
NON-STANDARD TELEPHONE NUMBER *	**Telephone numbers less than or more than the standard telephone number.**	**Optional: Minimum of 1 digit, maximum of 22 characters, including spaces and hyphens**

*** Either a standard or non-standard telephone is required for a zero level record unless the record is a cross-reference listing or an indented listing (caption) set record. A telephone number may or may not be present on an indented listing set record for level(s) 0-7.**

3.5 Directory Assistance Trunking Arrangements

3.5.1 At its option, MCIm may order, and BellSouth shall provision, separate trunk groups connecting MCIm's switch to BellSouth's directory assistance center; or at MCIm's option route Directory Assistance traffic over the Local Interconnection Trunk Group using NPA 555-1212.

3.5.2 BellSouth shall route resale and UNE-P Directory Assistance traffic to MCIm's designated platform using switched access facilities that provide ANI, or in any other manner agreed to by MCIm.

3.5.3 At its option, MCIm may order, and BellSouth shall provision, separate trunk groups from the BellSouth access tandem or end office to MCIm's platform, as directed by MCIm.

4 Directory Listings

4.1 Release of MCIm Directory Listings to Independent Publishers Unless otherwise directed by MCIm, BellSouth shall provide MCIm Customer listings along with the Customer listings of its own Customers to third parties for inclusion in Directory Assistance databases BellSouth shall not disclose nor allow any third party to disclose non-listed name or address information for any purpose other than what may be necessary to complete directory distribution.

4.1.1 {BellSouth Language -- MCIm agrees to provide to BellSouth, and BellSouth agrees to accept, MCIm Subscriber Listing Information (SLI) relating to MCIm customers in the geographic area(s) covered by this Interconnection Agreement. MCIm authorizes BellSouth to release all such MCIm SLI provided to BellSouth by MCIm to qualifying third parties pursuant to BellSouth's General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such MCIm SLI shall be intermingled with BellSouth's own customer listings and shall not be differentiated from the BellSouth listings or from the listings of any other CLEC that has authorized a similar release of subscriber listing information. BellSouth will use good faith efforts to obtain state commission approval of necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

4.1.2 No compensation shall be paid to MCIm for BellSouth's receipt of MCIm SLI, or for the subsequent release to third parties of such SLI. MCIm agrees to reimburse BellSouth for any costs associated with the initial development of system changes required to make available the MCIm SLI in accordance with this Section. In addition, to the extent BellSouth incurs costs on an ongoing basis to administer the release of MCIm's SLI, MCIm shall pay to BellSouth its

proportionate share of the reasonable costs associated therewith.

4.1.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by MCIm under this Agreement. MCIm shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate MCIm listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to MCIm any complaints received by BellSouth relating to the accuracy or quality of MCIm's listings. The date for the initial release of MCIm's listings and subsequent updates shall be negotiated by the Parties.}

4.2 Directory Assistance and Listings Service Requests

4.2.1. These requirements pertain to BellSouth's DA and Listings Service Request process that enables MCIm to (a) submit MCIm subscriber information for inclusion in BellSouth Directory Assistance and Directory Listings databases; (b) submit MCIm subscriber information for inclusion in published directories; and (c) provide MCIm subscriber delivery address information to enable BellSouth to fulfill directory distribution obligations.

4.2.2 **{BST language -- BellSouth shall make changes to it's OSS's in accordance with the priorities and timelines established via the change control process. MCIm will have an equal say in the voting process used to decide both the features, functions and timing of delivery of the changes to the OSS's that BellSouth offers.} {MCI language -- BellSouth shall accept orders via electronic interface in accordance with OBF Directory Service Request standards (TCIF EDI Technical Mapping) within - nine (9) months of final standard adoption. }**

4.2.3 BellSouth will provide to MCIm the following Directory Listing Migration Options, valid under all interconnection methods, including but not limited to, Resale, Unbundled Network Elements and Facilities-Based:

4.2.3.1 Migrate with no Changes: Retain and transfer all white and transfer all yellow page listings for the subscriber in both DA and DL. Transfer ownership and billing for listings to MCIm.

4.2.3.2 Migrate with Changes: Retain and transfer all white and transfer all yellow page listings for the subscriber in both DA and DL. Incorporate the specified additional listings order. Transfer ownership and billing for the listings to MCIm.

4.2.3.3 Migrate with Deletions: Retain and transfer all white and transfer all yellow page listings for the subscriber in both DA and DL. Delete the specified listings from the listing order. Transfer ownership and billing for the listings to MCIm.

4.2.4 BellSouth shall enable MCIm to electronically transmit multi-line listing orders.

4.2.8 BellSouth shall not charge for storage of MCIm subscriber information in the DA and DL systems.

4.2.9 MCIm shall not charge for storage of BellSouth subscriber information in the DA and DL systems.

{4.3 BellSouth Proposed Language -- White Pages Listings

4.3.1 BellSouth shall provide MCIm and their customers access to white pages directory listings under the following terms:

4.3.2 Listings. BellSouth or its agent will include MCIm residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between MCIm and BellSouth subscribers.

4.3.3 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to MCIm or its subscribers provided that MCIm provides subscriber listing information to BellSouth at no charge.However, each Party may recover its costs for the processing of subscriber listing information, (e.g., a service order).

4.3.4 Procedures for Submitting MCIm Subscriber Information. BellSouth will provide to MCIm a magnetic tape or computer disk containing the proper format for submitting subscriber listings. MCIm will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

4.3.5 Unlisted/Non-Published Subscribers. MCIm will be required to provide to BellSouth the names, addresses and telephone numbers of all MCIm customers that wish to be omitted from directories.

4.3.6 Inclusion of MCIm Customers in Directory Assistance Database. BellSouth will include and maintain MCIm subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and MCIm will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

4.3.7 Listing Information Confidentiality. BellSouth will accord MCIm's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to MCIm's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

4.3.8 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

4.3.9 Delivery. BellSouth or its agent shall deliver White Pages directories to MCIm subscribers at no charge.}

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Attachment 10

Bold language is in dispute, and is MCI proposed language Bold Underline is BST porposed language. Upright (normal) language is agreed to by the parties.

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ATTACHMENT X

PERFORMANCE MEASUREMENTS, STANDARDS, AND REMEDIES

Section 1. Introduction

1.1 This Attachment X sets forth the requirements for a measurement and reporting plan that will allow MCIm to monitor BellSouth service quality and performance. It further sets forth the terms and conditions under which BellSouth shall pay remedies to MCIm in the event of a Specified Performance Breach as defined in this Attachment X. This Attachment X contains Performance Measurements, Standards and Remedies that apply to BellSouth's performance under this Agreement.

Section 2. Definitions. When used in this Attachment, the following terms will have the meanings indicated below:

2.1 Performance Standards means the target level of BellSouth performance specified for each Performance Measurement. Performance Measurements contained in the document entitled MCIm Measurements and Performance Standards Version 1.0, dated June 1, 1999 ("MPS"), incorporated in Section 9 of this Attachment X, specify as the Performance Standard either (i) Parity with BellSouth performance or (ii) a specific quantitative target (benchmark).

2.2 Performance Measurements means the list of measurements included in the MPS, as it may be supplemented or modified by agreement of the Parties. If BellSouth performance reporting has been previously imposed on BellSouth by the Commission, any particular measurements that are more detailed or more disaggregated than those contained in this Attachment X will substitute for the comparable measurements in this Attachment X. Any additional or more detailed measurement adopted by the Commission after this Agreement is executed will be deemed automatically added to the performance and remedy plan; however, the Parties will separately agree on associated Performance Standards.

2.3 Specified Activity means any activity performed under this Agreement for which a Performance Measurement has been established in this Attachment X.

2.4 Specified Performance Breach means the failure by BellSouth to meet the Performance Standards for any Specified Activity listed in the MPS by any of the degrees of variance as described below.

2.5 Submetric means a report for each disaggregated geographic area, product type, interface type, volume type (i.e., fewer than 10 lines versus greater than 10 lines), or other differentiated category, as listed in Appendices A through H of the MPS.

2.6 Modified z Test is a statistical means of determining whether Parity exists in BellSouth's treatment of its own retail Customers versus MCIm's Customers. The modified z score compares MCIm's mean to BellSouth's mean and variance in performance around that mean.

Section 3. Specified Performance Standards

3.1 BellSouth shall meet the Performance Standards set forth in the MPS, except in those instances where its failure to do so is a result of: (i) MCIm's failure to perform any expressly contingent obligation, (ii) any delay, act or failure to act by an MCIm Customer; or (iii) any Force Majeure Event as defined in Part A.

Section 4. Occurrence of a Specified Performance Breach

4.1 The Parties agree that the self-executing remedies for Performance Standards failures contained in the MPS are not inconsistent with any other available remedy and are intended only to provide BellSouth with a financial incentive to meet Performance Standards.

4.2 Levels of Remedies.

4.2.1 High Impact:

As set forth in the Tables in Section 4.3.7 below, BellSouth shall pay MCIm a Base Remedy Amount of $30,000, or 150% of MCIm's monthly carrier bill for services pursuant to this Agreement, whichever is greater, for each failure to meet the following high impact performance measurements or any relevant submetrics:

Collocation:

Mean Time to Respond to Collocation Request
Percent Due Dates Missed
Mean Time to Provide Collocation Arrangement
Average Delay Days for Missed Due Dates

Interconnection Trunks:

FOC/LSRC Interval – Trunks
Percent of BellSouth Responses to Reciprocal Trunk Requests in X Days
Average Offered Interval
Average Completion Interval
Percent Orders Completed On-Time
Held Order Interval (Delay Days)
Troubles within 30 Days of Install and Other Order Activity
Trouble Report Rate
Percent of Customer Troubles Resolved within Estimate
Mean Time to Restore
Repeat Trouble Report Rate
Percent Call Completion - Final Dedicated & Final Common

4.2.2 Critical Impact:

As set forth in the Tables in Section 4.3.7 below, BellSouth shall pay MCIm a Base Remedy Amount of $25,000, or 100% of MCIm's monthly carrier bill for services pursuant to this Agreement, whichever is greater, for each failure to meet the following critical impact performance measurements or any relevant submetrics:

Percent Systems Availability
Percent Order Accuracy
Completion Notice Interval
Average Offered Interval
Average Completion Interval
Percent Orders Completed On-Time
Percent Design Layout Records Received in X Days
Percent of Time 10-Digit Trigger is Applied X Hours
Average Coordinated Conversion Interval
Percent Service Loss from Late Cuts
Percent Service Loss from Early Cuts
Held Order Interval (Delay Days)
Percent Orders Held ≥ 10/30/60 90 Days
Troubles within 30 Days of Install and Other Order Activity

Provisioning Troubles Prior to Loop Acceptance
Jeopardy Interval
Percent Jeopardies
Mean Time to Restore
Trouble Report Rate
Percent of Customer Troubles Resolved within Estimate
Repeat Trouble Report Rate
Mean Time to Provide Daily Usage Feed
Percent Invoice Accuracy
FOC/LSRC Interval
Percent Usage Accuracy
Percent Billing Errors Corrected in X Days
Mean Time Allotted to Proof Listing Updates
Average Update Interval
Percent Update Accuracy
Percent NXXs Loaded and Tested Prior to LERG Effective Date
Percent of Change Management Notices On-Time

4.2.3 Cumulative Impact:

As set forth in the Tables in Section 4.3.7 below, BellSouth shall pay MCIm a Base Remedy Amount of $15,000, or 50% of MCIm's monthly carrier bill for services pursuant to this Agreement, whichever is greater, for each failure to meet the following metrics and related submetrics. However, if BellSouth fails to meet three or more of the metrics or submetrics, or a metric is missed at the highest magnitude and duration limit described in charts below, BellSouth shall pay MCIm a Base Remedy Amount of $25,000 or 100% of MCIm's monthly carrier bill for services pursuant to this Agreement, whichever is greater.

Average Response Interval for OSS Queries
Percent Completions/Attempts without Notice or with Less than 24 Hours Notice
Mean Time to Answer
Call Abandonment Rate
Average Notification of Interface/OSS Outage
Reject Interval
Percent On-Time Loss Notification
Percent Mechanized Order Flow Through
Mean Time to Deliver Invoices
Percent On Time Response to Requests for Access to Poles, Conduits, and Rights of Ways
On Time Response to Bona Fide Requests
Mean Time to Notify CLEC (Network Incidents)

Percent Software Certification Failures
Percent Response Commitments Met On Time

4.2.4 Diagnostic Measures:

As set forth in the Tables in Section 4.3.7 below, BellSouth shall pay MCIm a Base Remedy Amount of $25,000 or 100% of MCIm's monthly carrier bill for services pursuant to this Agreement, whichever is greater, for each failure to meet the following Diagnostic Measures, performance measurements, or any relevant submetrics if the underlying data show that BellSouth errors resulted in non-Parity performance, including rejects and wrongly excluded data from metrics (i.e. wrongly-coded FOK/TOK/CPE leading to errors in exclusion favoring, BellSouth, in maintenance metric reports).

Percent Orders Rejected
Percent Found OK/Test OK/CPE
Percent Orders Cancelled after Missed Due Date
Percent of Requests for Access to Poles, Conduits, and Rights of Way Rejected for Lack of Space.

4.2.5 Additions To Metrics

BellSouth and MCIm agree to add to the remedies contained in this Agreement any metrics adopted by the Commission.

Metrics may only be moved from one remedy category to another upon mutual consent of the Parties.

4.3 Other Remedy Provisions

4.3.1 Remedies for Late and Incomplete Reports

BellSouth shall pay $10,000 per day for each late report, and $500 multiplied by each missing submetric per day for incomplete reports.

4.3.2 Payment of Remedies:

BellSouth shall pay remedies to MCIm monthly within one week of issuance of any report for which a remedy is payable. If BellSouth's payment is not made in a timely manner, or is made in an incorrect amount, MCIm may, upon written notice to BellSouth, set-off the amounts due against MCIm's

payments to BellSouth for services. If BellSouth proves, and the Commission determines, that results were in error, MCIm will refund to BellSouth the associated remedies payment.

4.3.3 Non-Reported Requirements

BellSouth shall pay a remedy of $25,000 per day for each day that it is late in meeting any other of its obligations to provide service under this Agreement, even if no monthly performance reporting is required. For some obligations, the remedy amount above will be paid per occurrence instead of per day.

4.4 Statistical Tests of Parity

4.4.1 Modified z-test

For any measure where a Parity standard is set in the Performance Standards, BellSouth shall use the modified z test that compares MCIm's mean to BellSouth's mean and variance. Any modified z score less than –1.645 will be considered a miss of Parity. Because this critical value represents a 95% certainty that the Parity miss was not due to randomness in process, the Parties agree that the remedies will apply to all misses. Base remedy amounts also will apply after the second consecutive month BellSouth receives a modified z score between -0.65 and -1.645. The Parties agree that any negative z score means that MCIm received poorer performance than BellSouth's own customers, and that the longer duration of a negative score represents a higher degree of statistical confidence that the result was not due to randomness in process.

4.4.2 Small Sample Sizes:

For sample sizes smaller than 30, including samples as small as one, permutation test software will be used to determine Parity. BellSouth and MCIm may agree to a table of allowed misses for Performance Measurements expressed as a percentage to establish the number of misses allowed with a small sample size, before remedies are payable.

4.4.3 Magnitude and Duration:

The remedy amount BellSouth pays increases based on the duration and magnitude of the Specified Performance Breach, pursuant to the Tables below:

MEASUREMENTS FOR WHICH THE PERFORMANCE STANDARD IS PARITY			
Modified Z Scores:	**One Month**	**Two Months**	**Three Months**
0 to - .65	No Remedy	No Remedy	No Remedy
-.651 to –1.645	No Remedy	1.5X	3X
-1.646 to –2.326	X	1.5X	3X
-2.327 to –3.09	2X	3X	6X
-3.1 or less	3X	4.5X	9X

X = Base Remedy Amount for the specific metric. Base Remedy Amounts are set forth in Sections [4.2.1 - 4.2.3].

MEASUREMENTS FOR WHICH THE PERFORMANCE STANDARD IS A BENCHMARK			
Type	**Base Remedy ***	**2Xs Base***	**3Xs Base***
OSS Response Time	> 2.1 seconds to 5.9 seconds	6 seconds to 15 seconds	> 15 seconds
OSS Availability	98 to 99.8%	95 to 97.9%	< 94.9%
98% Standards	95% to 97.9%	90 to 94.9%	< 89.9%
95% Standards	90 to 94.9%	85 to 89.9%	< 84.9%
Other Percentage	<5%	5%-10% difference	>10% difference
Mean Time To Restore	<10%	10% < 20%	> 20%
Trunk Blockage	1-2 Group Exceeds Standard	3-5 Group Exceeds Standard	> 5 Exceeds Standard

* These remedies apply to first month performance misses, and are based on the magnitude of the miss. If BellSouth misses the benchmark for two months in a row, the Parties agree to multiply the appropriate Base Remedy Amount for the magnitude of the current month miss by 1.5. The multiplier for three consecutive months of missed performance is three times the current month's miss.

Section 5. Limitations

5.1 In the event of (i) MCIm's failure to perform an expressly contingent obligation, or (ii) any delay, act or failure to act by an MCIm Customer, or (iii) any Force Majeure event as defined in Part A, where (i), (ii) or (iii) prevents BellSouth from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of BellSouth's compliance with the performance criteria. No Force Majeure event excuses BellSouth of non-discrimination

obligations. If (i), (ii) or (iii) only suspends BellSouth's ability to perform the Specified Activity in a timely manner, then the applicable time frame in which BellSouth's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of (i), (ii) or (iii).

Section 6. Equitable Remedies

6.1 BellSouth and MCIm agree that remedies at law alone will not compensate MCIm for BellSouth failures to meet the Performance Standard requirements, to install or provision services in accordance with the Due Dates, or for failures to provide Customer usage data or other information required by this Agreement. Therefore, MCIm is entitled to seek injunctive relief and other equitable remedies (in addition to remedies provided in this Agreement, at law and through administrative process) to require BellSouth to (i) cause the service ordered by MCIm to meet the Performance Standards, (ii) install or provision service ordered by MCIm within the Due Dates and (iii) provide Customer usage data or other information required by this Agreement.

Section 7. Delivery of Reports and Data

7.1 BellSouth shall not assess a separate charge for provision of the data to MCIm called for under this Attachment.

7.2 BellSouth shall show MCIm results for each report month as a comparison to the BellSouth retail result for the same period, with an indication, for each measurement, of where the MCIm result is lesser in quality (based upon the test for Parity described in this Attachment X). Reporting to MCIm will include, for each measure, a representation of the dispersion around the average (mean) of the measured results for the reporting period (for example, percent of 1-4 lines installed in the first day, second day, third day, and > ten days). BellSouth shall report separately on its own performance for each reporting dimension as provided to: (i) its own retail customers; (ii) any of its Affiliates that provide local service; (iii) competing carriers (CLECs) in the aggregate (not including MCIm); and (iv) MCIm. Notwithstanding the definition of Affiliate in Part B, for purposes of this Attachment X, Affiliate also includes any BellSouth Affiliate which purchases local service for resale, interconnection, or unbundled Network Elements from BellSouth.

7.3 Performance measurements reporting will be disaggregated to ensure Parity comparisons are meaningful. The reporting

dimensions in Section 9 indicate the disaggregation levels for each Performance Measurement, as agreed to by the Parties. Measurement data will be reported in a manner consistent with natural geographic and operational areas (i.e., by MSA and state) to allow prudent operational management decisions to be made and to avoid obscuring actual performance levels. Interval-affecting volumes will be reported separately to accurately depict BellSouth performance in handling both small and large volume requests. The Parties will agree to volume thresholds that are disaggregated sufficiently to allow a meaningful comparison of BellSouth's retail and wholesale performance.

7.4 BellSouth shall provide performance reports to MCIm by the fifteenth day following the close of each calendar month. If the fifteenth day falls on a weekend or holiday, BellSouth shall provide the reports the next business day.

7.5 If requested by MCIm, BellSouth shall transmit data files of raw data supporting the monthly performance reports on the fifteenth day of the month (or the first business day following any fifteenth day which falls on a weekend or holiday) in a mutually acceptable format, protocol and transmission media.

7.6 MCIm and BellSouth will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment X. In the event MCIm requests such consultation, and the issues raised by MCIm have not been resolved within 45 days after MCIm's request for consultation, then MCIm may, at BellSouth's expense, conduct an independent audit of BellSouth's performance measurement data collection, computing, and reporting processes. The auditor will enter into an appropriate non-disclosure agreement. MCIm may not request more than one audit per six calendar months under this Section. This Section does not modify MCIm's audit rights under other provisions of this Agreement.

7.7 Data reports showing BellSouth performance specific to MCIm pursuant to this Attachment X are MCIm's Confidential Information, and will be protected by BellSouth in accordance with the Confidential Information provisions of this Agreement. MCIm may use for any purpose data reports provided pursuant to this Attachment X, including reports reflecting BellSouth's performance with respect to (i) other CLECs in aggregated form, (ii) itself, (iii) its End Users, and (iv) its Affiliates.

Section 8. Initial Implementation and Data Review

8.1 BellSouth shall provide to MCIm a guidelines document detailing BellSouth's measurement calculation methodology, business rules, exclusions, and disaggregation approach, when BellSouth delivers the first report to MCIm. The guidelines document must be sufficiently detailed to allow an independent party to duplicate the report if given the total set of BellSouth and MCIm raw data.

8.2 During implementation of the measurement reporting, MCIm may validate data collection, measurement result computation, report production, and related business processes. The Parties agree that such activities do not constitute an audit under the terms of the measurement plan outlined in Section 7.

Section 9. Performance Reporting and Performance Standards.

9.1 The document entitled MCI-WorldCom Measurements and Performance Standards Version 1.0, ("MPS") dated June 1, 1999, is hereby incorporated into and made a part of this Agreement. For purposes of this Attachment X, all references in that document to "CLEC" mean MCIm, and all references to "ILEC" mean BellSouth.



MEASUREMENTS AND PERFORMANCE STANDARDS

ILEC LOCAL SERVICE QUALITY

Version 1.3

National Carrier Policy and Planning
Based on LCUG Version 7.0 and State Collaborative Activities
January 1, 2000

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Measurement Detail and Standards
Ordering and Provisioning

Measurement

Average Completion Interval

Function
Order Completion

Calculation Methodology
Average Completion Interval = Σ [(Completion Date and Time - Order Submission Date and Time) / (Count of Orders Completed in Reporting Period)]

Business Rules
The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from the ILEC receipt of a syntactically correct order from the CLEC to the ILEC's return of a valid completion notification to the CLEC. Elapsed time for each order is accumulated for each reporting dimension (see Appendix A). The accumulated time for each reporting dimension is divided by the associated total number of orders completed within the reporting period.

- Results for the CLECs are captured and retained at the order level (e.g., unique PON and version).
- If the CLEC initiates a supplement to the originally submitted order and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the order submission date and time will be the date and time of the ILEC receipt of a syntactically correct order supplement. No other supplemental order activities will result in an update to the order submission date and time used for the purposes of computing the order completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredth of an hour.
- The accumulation of elapsed time is based on business days/hours.
- Excluded situations:
  - Cancelled orders
  - ILEC Orders associated with internal or administrative use of local services
  - Orders where CLEC has selected a due date greater or less than the standard interval

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
See Appendix I

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Orders Completed On-Time

Function
Order Completion

Calculation Methodology
Percent Orders Completed on Time = Σ [(Count of Orders Completed within ILEC Committed Due Date) / (Count of Orders Completed in Reporting Period)] x 100

Business Rules
The percentage of orders completed on-time is determined by first counting, for each specified reporting dimension, both the total numbers of orders completed within the reporting period and the number of orders completed by the committed due date (as specified on the initial FOC/LSRC returned in response to the CLECs final LSR submission). For each reporting dimension, the resulting count of orders completed no later than the committed due date is divided by the total number of orders completed.

- Both requests for due dates beyond the standard interval date and expedite orders (shorter than the standard interval) are included in this calculation
- Results for the CLECs are captured and retained at the order level (e.g., unique PON and version).
- The Completion Date and Time is the date upon which the ILEC issues the Order Completion Notice to the CLEC.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredth of an hour.
- The accumulation of elapsed time is based on business days/hours.
- Excluded situations:
  - Canceled orders
  - ILEC Orders associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% met; 2% missed

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Design Layout Records Received in X Days

Function
DLR Information

Calculation Methodology
Percent DLRs Received in X Days = Σ [(Count of Design Layout Records Received X Days After Receipt of an Accepted Order) / (Count of Design Layout Records)] x 100

Business Rules
- In order to be counted as received, the DLR must provide complete and accurate information.
- All relevant information to provision the order must also be contained accurately in TIRKS.
- If DLR information is late, ILEC must not exclude Customer Not Ready situations from delivery interval metrics if trunk cannot be accepted on delivery date.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% received in 5 days for DS1 orders, 8 days for DS3 and above.

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent On-Time Loss Notification

Function
Loss Notification

Calculation Methodology
Percent On-Time Loss Notification = Σ [(Date and Time CLEC Receives Loss Notification – Date and Time ILEC Completes Disconnection or Transfer of Service from CLEC) / (All Disconnections/Transfers from CLEC in Reporting Period)] x 100

Business Rules
The percentage of on-time loss notifications is determined by measuring the interval between ILEC disconnection or transfer of CLEC's service and CLEC receipt of notification from ILEC that disconnection or transfer is complete, divided by the total number of disconnection or transfers from the CLEC during the reporting period.

- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredths of an hour.
- The accumulation of elapsed time is based on business days/hours.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% in 1 hour (electronic/mechanized)
98% in 4 hours (manual)

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Average Offered Interval

Function
Order Completion

Calculation Methodology
Average Offered Interval = Σ [(Date and Time of Due Date – Date and Time of Receipt of Service Request) / (Number of Committed Due Dates Sent during the Reporting Period)]

Business Rules
The offered interval is the average number of business days between order application date and committed due date.

- Results for the CLECs are captured and retained at the order level (e.g., unique PON and version).
- If the CLEC initiates a supplement to the originally submitted order and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the order submission date and time will be the date and time of the ILEC receipt of a syntactically correct order supplement. No other supplemental order activities will result in an update to the order submission date and time used for the purposes of computing the order completion interval.
- The results can be compared to Average Completion Interval to show if committed due dates are more likely to slip for CLECs vs. ILECs.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredth of an hour.
- The accumulation of elapsed time is based on business days/hours.
- Excluded situations:
  - Canceled orders
  - ILEC Orders associated with internal or administrative use of local services
  - Orders where CLEC has selected a due date that is greater or less than the standard interval

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
Parity

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Order Accuracy

Function
Order Processing Quality

Calculation Methodology
Percent Order Accuracy = Σ [(Orders Completed without Error) / (Orders Completed)] x 100

Business Rules
For each order completed during the reporting period, the original account profile and the order that the CLEC sent to the ILEC are compared to the services and features reflected upon the account profile as it existed following completion of the order by the ILEC. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original and the post order completion account profile) completely and accurately reflect the activity specified on the original and any supplemental CLEC orders. Total number of orders completed are the total number of order completion notices sent to the CLEC by the ILEC for each reporting dimension identified in Appendix A.

- Order Supplements - If the CLEC initiates any supplements to the originally submitted order, for the purposes of reflecting changes in customer requirements, then the cumulative effect of the initial order and all the supplemental orders will be compared. Differences will be determined by comparing the pre- and post-order completion account profiles for the affected customer.
- Completion Notices - To the extent that the ILEC supplies a completion notice containing sufficient information to perform validation of the order accuracy, then the Completion Notice information can be utilized in lieu of the comparison of the "before" and "after" account profiles. Use of the completion notice for this purpose would need to be at the mutual agreement of the ILEC and the CLEC.
- Sampling may be utilized to establish order accuracy provided the results produced are consistent with the reporting dimensions specified, the sample methodology is disclosed in advance and reflects generally accepted sampling methodology and the sampling process may be audited by the CLEC.
- For "transfers as is" the completion account profile will be compared to the CSR.
- Excluded situations:
  - Orders canceled by the CLEC
  - Order Activities of the ILEC associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% of orders completed without error except where industry guidelines may be more strict for a particular type of order

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Mechanized Order Flow Through

Function
Order Processing Quality

Calculation Methodology
Percent Mechanized Order Flow Through = Σ [(Total Number of Orders Processed Without Manual Intervention) / (Total Number of Orders Completed)] x 100

Business Rules
Percent Mechanized Order Flow Through identifies the total orders processed from acceptance at the ILEC gateway to the ILEC service order processor and other legacy systems without manual intervention. For each type of order, the count includes orders that arrive at the destination work group(s) without human intervention from initial order creation by the customer contact agent until the time the order is delivered to the appropriate work group responsible for physical work. The resulting count is divided by the total number of orders (of the same type) that were processed during the reporting period with the result expressed as a percentage.

- Excluded situations:
  - Orders canceled by the CLEC
  - Order Activities of the ILEC associated with internal or administrative use of local services
  - For re-submissions impact on due date measure, ILEC would not have to comply if tying final accepted order to original order is technically infeasible but feasibility issue will be revised as systems are upgraded
  - Orders submitted manually by the CLEC when the ILEC has provided specifications for, and has implemented with at least one CLEC, a working electronic (CLEC to ILEC system) interface

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98%

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Orders Rejected

Function
Order Processing Quality

Calculation Methodology
Percent Orders Rejected = Σ [(Number of Order Rejections Due to Error or Omission) / (Number of Order Submissions Received by ILEC During Reporting Period)] x 100

Business Rules
The Percent Orders Rejected is the count of (1) order submissions where the ILEC returns a notice of a syntax rejection to the CLEC and (2) order submissions where the ILEC returns a notice that the CLEC order was rejected by legacy system edits. The resulting combined count of rejections is divided by the count of orders submitted. (For EDI interfaces, the orders submitted would be the combined count of positive and negative 997 messages issued upon receipt of the CLEC order.)

- Rejections are not necessarily a measure of CLEC order quality but also (1) reflect times when ILEC software upgrades cause previously acceptable orders to reject or (2) changes in business rules are not communicated at all or unclearly to the CLEC, causing orders to reject.
- Excluded situations:
  - Orders canceled by the CLEC
  - Order Activities of the ILEC associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
Diagnostic, but after review of raw data no more than 2% ILEC caused rejections

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Reject Interval

Function
Order Status

Calculation Methodology
Reject Interval = Σ [(Date and Time of Order Rejection - Date and Time of Order Receipt or Acknowledgment) / (Number of Order Rejections in Reporting Period)]

Business Rules
Reject Interval (syntax) is the elapsed time between the ILEC receipt of an order from the CLEC to the ILEC return of a notice of a syntax rejection to the CLEC. The time measurement starts when the ILEC receives the order from the CLEC. The time measurement stops when the ILEC returns a rejection notice to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of order rejections associated with the particular order type.

Reject Interval (legacy system) is the elapsed time between the ILEC's acknowledgement/acceptance of an order from the CLEC to the ILEC's return of a rejection notice to the CLEC. The time measurement starts when the ILEC accepts or acknowledges the order from the CLEC as syntactically correct. The time measurement stops when the ILEC returns a rejection notice to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of order rejections associated with the particular service and order type.

Other Clarifications and Qualifications:
- Results for the CLECs are captured and retained at the order level (e.g. unique PON and version).
- When the ILEC processes orders for a CLEC via different interfaces (e.g., fax and each type of electronic method) then this measurement must be computed for each interface arrangement.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- The accumulation of elapsed time is based on business days/hours.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.
- The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLEC order.
- The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to the ILEC return of a rejection notice to the CLEC.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
15 seconds: Mechanized/Electronic
4 hours: Manual
2 days: LNP/INP only

Measurement Detail and Standards
Ordering and Provisioning

Measurement

FOC/LSRC Interval

Function
Order Status

Calculation Methodology
FOC/LSRC Interval = Σ [(Date and Time of FOC or LSRC - Date and Time of Order Acknowledgment) / (Number of Order Confirmations in Reporting Period)]

Business Rules
The FOC/LSRC Interval is the elapsed time between the ILEC acceptance of a syntactically correct order and the return of a confirmation to the CLEC that the order will be worked as submitted or worked with the modifications specified on the confirmation. The time measurement starts when the ILEC accepts (acknowledges) the order from the CLEC. The time measurement stops when the ILEC returns a valid firm order confirmation to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of order confirmations associated with the particular order type.

- Results for the CLECs are captured and retained at the order level (e.g. unique PON and version).
- A valid FOC/LSRC includes all information needed by the CLEC to accurately complete the order.
- When the ILEC processes orders for a CLEC via different interfaces (e.g., fax and each type of electronic method) then this measurement must be computed for each interface arrangement.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- The accumulation of elapsed time is based on business days/hours.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.
- The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLECs order.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
See Appendix I

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Jeopardy Interval

Function
Order Status

Calculation Methodology
Jeopardy Interval = Σ [(Date and Time of Committed Due Date for the Order - Date and Time of Jeopardy Notice) / (Number of Orders Jeopardized in Reporting Period)]

Business Rules
Jeopardy Interval is the remaining time between the pre-existing committed order completion date and time (communicated via the FOC/LSRC) and the date and time the ILEC issues a notice to the CLEC indicating an order is in jeopardy of missing the due date. The scheduled order completion time will be assumed to be 5:00 p.m. local time unless other information is communicated in the FOC. The date and time of the jeopardy notice delivered by the ILEC is subtracted from the scheduled completion date to establish the jeopardy interval for any order placed in jeopardy before its scheduled due date. The jeopardy interval is accumulated by standard order activity (see Appendix A) with the resulting accumulated time then divided by the count of orders placed in jeopardy before the due date for each order activity.

- Includes only those orders jeopardized on or before the scheduled due date.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- The accumulation of elapsed time is based on business days/hours.
- Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information.
- Excluded situations:
  - Emergency situations (same day, for reasons other than lack of facilities or workload) preventing ILEC on-time completion of the order. However, notification requirements remain in place even if set interval for advance notice is not set.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
Facility Issues: 48 hours
Workload Issues: 24 hours

Measurement Detail and Standards
Ordering and Provisioning

Measurement and Purpose

Percent Jeopardies

Function
Order Status

Calculation Methodology
Percent Jeopardies = Σ [(Number of Order Jeopardy Notifications in Reporting Period) / (Number of Missed Due Dates During the Reporting Period)] x 100

Business Rules
Percent Jeopardies is derived by dividing the count of jeopardy notices issued to the CLEC by the count of missed due dates during the identical period.

- When the ILEC processes orders for a CLEC via different interfaces (e.g., fax and each type of electronic method) then this measurement must be computed for each interface arrangement.
- Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% advance notice of missed due dates

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Provisioning Troubles Prior to Loop Acceptance

Function
Troubles during loop conversions with and without LNP

Calculation Methodology
Provisioning Troubles Prior to Service Order Completion : Σ [(Count of Loop Lines with Troubles Reported by CLEC Following Notification of Completion but Before Acceptance) / (Count of Loop Conversions Completed)] x 100

Business Rules
- Metric applies to mechanized and non-mechanized loop cut orders.
- If CLEC cannot yet enter trouble in maintenance system, then CLEC help center will be designated to receive and code such reports.
- Metric may measure troubles by lines affected or by number of troubles.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
No more than 1% of lines cut over will have troubles
No more than 1 trouble per 100 cutovers

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Completion Notice Interval

Function
Order Status

Calculation Methodology
Completion Notice Interval = Σ [(Date and Time of Notice of Completion Issued to the CLEC - Date and Time of Work Completion by ILEC) / (Number of Orders Completed in Reporting Period)]

Business Rules
Completion Notice Interval is the elapsed time between the ILEC technician's reported completion of physical work and the issuance of a valid completion notice to the CLEC. Where physical work is not required, such as in the case of software-only changes, the elapsed time will be measured beginning at 5:00 p.m. local time of the date for the committed completion and will end when the ILEC returns a valid completion notice to the CLEC. If a valid completion notice is returned before 5:00 p.m. on the committed completion date and no physical work is involved, then the elapsed time will be recorded as 1/10 hour. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of completion notices returned for each service and order type.

- When the ILEC processes orders for a CLEC via different interfaces (e.g., fax and each type of electronic method) then this measurement must be computed for each interface arrangement.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- The accumulation of elapsed time is based on business days/hours.
- The technician's reported completion is the automatic logging of work completion and manual logging of work completion, whether input directly to the ILEC OSS or into an intermediate storage devise. The time from actual completion of work until such logging activity is the ILEC's equivalent of the return of a completion notice to the CLEC.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
24 hours: Manual
1 hour: Mechanized/Electronic

Measurement Detail and Standards
Ordering and Provisioning

Measurement and Purpose

Percentage Completions/Attempts without Notice or with Less than 24 Hours Notice

Function
Order Status

Calculation Methodology
Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = Σ [(Completion Dispatches (Successful and Unsuccessful) with No FOC/LSRC or FOC/LSRC Received Within 24 Hours of Due Date) / (All Completions)] x 100

Business Rules
Alternatively, ILEC may measure "customer not ready" situations due to non-receipt of a FOC/LSRC or receipt of a FOC/LSRC with less than 24 hours notice. But measurement above additionally captures those instances where CLEC was able to rush to be ready for the new due date but looked disorganized to the customer.

- Completion and Completion Attempts include any delivery of service (successful or not successful) for which the CLEC did not receive sufficient prior notification.
- When the ILEC processes orders for a CLEC via different interfaces (e.g., fax and each type of electronic method) then this measurement must be computed for each interface arrangement.
- The accumulation of elapsed time is based on business days/hours.
- Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC/LSRC to the CLEC.
- Excluded situations:
  - Calculation would exclude any successful or unsuccessful service delivery that CLEC was informed of at least 24 hours in advance. ILEC may also exclude from calculation deliveries on less than 24 hours notice that CLEC requested.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
<1%

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Orders Cancelled after Missed Due Date

Function
Order Status

Calculation Methodology
Percent of Orders Cancelled after Missed Due Date = Σ [(Number of Orders Cancelled After Due Date in the Reporting Period) / (Number of Orders Cancelled in the Identical Period)] x 100

Business Rules
- Applies to orders which have not been completed and for which a cancellation is received during the reporting period but after the committed due date.
- This metric is designed to measure the impact of missed due dates.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
Diagnostic measurement; however, upon review of data, no more than 1% of orders cancelled because of missed due date

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Average Coordinated Conversion Interval

Function
Coordinated Cutovers

Calculation Methodology
Average Coordinated Conversion Interval = Σ [(Date and Time Re-termination is Completed by ILEC – Date and Time of Initial Service Interruption or Disconnect for Customer Transferring Service) / (Count of Completed Coordinated Conversions in Reporting Period)]

Business Rules
For CLEC Results: The elapsed time between the disconnection of an access line (for a retail customer of the ILEC) from the switch port of the ILEC to the time that the ILEC finishes both the physical work necessary to re-terminate the loop (at the point of re-termination specified by the CLEC) and receives CLEC confirmation that electrical continuity exists. The elapsed time is accumulated for the reporting period and divided by the number of loops that were re-terminated on a coordinated basis

For ILEC Results: If a parity measure is used instead of the standards below, ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premise to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
1 - 9 lines in 1 hour
10 - 25 lines 1.5 hours (90 minutes)
26 - 49 lines in 2 hours
50 - 99 lines in 3 hours
100 - 199 lines in 4 hours
200 plus lines in 8 hours

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Service Loss from Early Cuts and Percent Service Loss from Late Cuts

Function
Coordinated Cutovers

Calculation Methodology
Percent Service Loss from Early Cuts = Σ [(Customer Conversion Where Cutover Time is Earlier Than Due Date and Time) / (All Customer Conversions Completed During Reporting Period)] x 100

Percent Service Loss from Late Cuts = Σ [(Customer Conversions Where Cutover Time is More than 30 Minutes Past Due Date and Time) / (All Customer Conversions Completed During Reporting Period)] x 100

Business Rules
Some state proceedings have produced alternative or supplemental means of monitoring this issue; measurements that may be substituted or added include:

Percent Lines Cut Early = [(Count of Loop Lines with and without Number Portability Cut Before the Frame Due Time)/(Count of Loop Cuts Completed)] x 100
- Loops with and without number portability will be reported separately.

Percent Lines with Translations Timely Cut = [(Total Number of Lines Where Translations Were Not Timely Cut at Close of the Cutover Window)/(Total Number of Loop Cuts Scheduled in the Month)] x 100
- The successful cut includes notification to the CLEC that the cut is completed.

LNP Provisioning Failures = [(Total Number of LNP Network Provisioning Failures)/(Total Number of NPAC Porting Broadcasts)] x 100
- Such provisioning failure data will be collected at two points in the provisioning process
  - Partial failures of NPAC broadcasts to reach and be processed by ILEC LSMS
  - Individual network database failures – failures to provision between the ILEC LSMS and LNP network databases (Signal Transfer Point or Service Control Point).
- This supplemental measurement excludes total failures from the NPAC to all LSMS systems and broadcasts failing due to a lack of GTT information made available to ILEC (no SS7 signaling agreement in place between ILEC and CLEC)

For CLEC Results: For hot loop cuts, the same loop is moved from an existing port to what is effectively a different port (The CLEC collocation point). Translation disconnections also are reported if they occur too early or late in a conversion involving local number portability. For each conversion, the ILEC will track whether the cutover time (for facilities and translations) was earlier or later than the committed due date and time that appeared on the FOC/LSRC. The total number of early cutovers will be divided by the total number of customer conversions that were completed during the reporting period. Likewise, the total number of cutovers that were completed with untimely translation will be divided by the total number of customer conversions that were completed during the reporting period. For both formulas, the resulting ratio will be expressed as a percentage.

For ILEC Results: ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premise to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an

For ILEC Results (cont.): existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).

Other Clarifications and Qualifications:

- For orders canceled at least 30 minutes prior to the scheduled disconnection and frame due time, any cutover that occurs on the previously scheduled frame due date will be considered early and included in the early cut measurement.
- Any old ILEC translations taken down before or more than 15 minutes after NPAC broadcast of ported number will be considered untimely unless CLEC and ILEC agree otherwise.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
Less than 1% loss for no more than 5 minutes

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent of Time 10-Digit Trigger is Applied "X" Hours Prior to the LNP Order Due Date

Function
Coordinated Cutovers

Calculation Methodology
Percent of Time 10-digit Trigger is Applied Prior to the LNP Order Due Date = Σ [(Count of LNP Telephone Numbers Where 10-Digit Trigger was Applied "X" Hours Prior to Due Date) / (Total LNP Telephone Number Conversions)] x 100

Business Rules
- "X" represents the negotiated number of hours for setting the trigger prior to conversion.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth on a 7 x 24 basis.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98%

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Held Order Interval (Delay Days)

Function
Held Orders

Calculation Methodology
Held Order Interval = Σ [(Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past the Committed Due Date)]

Business Rules
This metric is computed at the close of each report period. The held order interval is established by first identifying all pending orders at that time that (1) have not been reported "completed" via a valid completion notice and (2) have passed the currently "committed completion date." For each such order, the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated (by service type and reason for the hold, if identified) and then divided by the number of held orders within the same category to produce the mean held order interval.

- Applies to all orders pending and past the committed due date
- Order Supplements - If the CLEC initiates a supplement to the originally submitted order for the purpose of reflecting changes in customer requirements, then the due date returned on the FOC/LSRC will be the basis for the preceding calculations. No other supplemental order activities will result in an update to the committed due date.
- The held order interval is measured in calendar rather than business days.
- Excluded situations:
  - Any orders cancelled by the CLEC
  - Order activities of the ILEC associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
No longer than 10 days beyond due date

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percentage of Orders Held ≥ 10/30/60 Days

Function
Held Orders

Calculation Methodology
Orders Held for ≥ 10/30/60 days = Σ [(Number of Orders Held for ≥ 10/30/60 Days) / (Total Number of Orders Pending but Not Completed)] x 100. This measurement should be calculated and reported separately for each time interval (10, 30 and 60 days).

Business Rules
This measure is complementary to the held order interval but is designed to detect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric uses a subset of the data accumulated for the held order interval measure. All orders for which the held order interval equals or exceeds 10/30/60 days are counted by service type and reason for the hold. The total number of pending and past due orders for the same category are counted (as was done for the held order interval) and divided into the count of orders held past 10/30/60) days.

- Order Supplements - If the CLEC initiates a supplement to the originally submitted order for the purpose of reflecting changes in customer requirements, then the due date returned on the FOC/LSRC will be the basis for the preceding calculations. No other supplemental order activities will result in an update to the committed due date.
- The held order interval is measured in calendar rather than business days.
- Excluded situations:
  - Any orders cancelled by the CLEC
  - Order activities of the ILEC associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
Less than 2% of delayed orders held for 1-10 days
Less than 1% held for 11-30 days
Less than .5% held for 31-60 days
No orders (0%) held for 61 days or longer

Measurement Detail and Standards
Maintenance and Repair

Measurement and Purpose

Mean Time to Restore

Function
Time to Restore

Calculation Methodology
Mean Time To Restore = Σ [(Date and Time of Trouble Ticket Resolution Returned to CLEC - Date and Time of Trouble Ticket Referred to the ILEC) / (Count of Trouble Tickets Resolved in Reporting Period)]

Business Rules
The restoral interval for resolution of customer requested maintenance and repair is the elapsed time from CLEC submission of a customer trouble to the ILEC (regardless of the ultimate resolution of the trouble) to ILEC return of a valid trouble resolution notification to the CLEC. The elapsed time is accumulated by service type and trouble disposition for the reporting period. The accumulated time is divided by count of maintenance tickets reported as resolved by ILEC (by service type and trouble type) during report period.

- Elapsed time is measured on a 24-hour-a-day, seven-days-a-week basis. The time is measured in hours and hundredths of hours rounded to the nearest hundredth hour.
- Multiple reports for the same customer service are treated individually unless categorized as "subsequent" (an additional report on an already open ticket).
- "Restore" means to return to the normally expected operating parameters for the service regardless of whether or not the service, at the time of trouble ticket creation, was operating in a degraded mode or was completely unusable.
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters. If the ILEC-to-CLEC maintenance interface allows the CLEC to check the status of pending open and tickets closed that day then no notification is required. But if no consolidated report is available, the CLEC must receive notification when each ticket is closed and the cause code.
- A trouble ticket or trouble report is any record (whether paper or electronic) used by the ILEC for the purpose of monitoring action and disposition of a service repair or maintenance situation.
- ILEC acceptance of a trouble by the call receipt agent is considered equivalent to the CLEC logging or submitting a trouble to the ILEC.
- For purposes of ILEC's own results, the ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.
- Excluded situations:
  - Trouble tickets that are canceled at the CLECs request
  - CLEC authorized customer time.
  - ILEC trouble reports associated with administrative service
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers)
  - Subsequent Reports
  - Any trouble type tracking that parties agree is technically unfeasible or operationally prohibitive
  - Tickets used to track referrals of misdirected calls

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
1 hour for all service delivery methods but not more than 4 hours

Measurement Detail and Standards
Maintenance and Repair

Measurement

Trouble Report Rate

Function
Frequency of Troubles

Calculation Methodology
Trouble Report Rate = Σ [(Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Lines in Service at End of the Report Period)] x 100

Business Rules
The frequency of trouble metric is computed by accumulating, by standard service grouping and disposition and cause, the total number of maintenance tickets logged by a CLEC (with the ILEC) during the reporting period. The resulting number of tickets for each trouble type is accumulated within each standard service grouping and trouble type is divided by the total number of "service access lines" existing for the CLEC at the end of the report period

- Unbundled loops or UNE combinations involving unbundled loops would be counted as a "service access line."
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters. If the ILEC-to-CLEC maintenance interface allows the CLEC to check the status of pending open and tickets closed that day then no notification is required. But if no consolidated report is available, the CLEC must receive notification when each ticket is closed and the cause code..
- If a trouble ticket was closed out previously with the disposition code wrongly classifying it as FOK/TOK/CPE then the trouble must be counted as both an initial and a repeat trouble report.
- For purposes of ILEC's own results, the ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.
- Excluded situations:
  - Trouble tickets that are canceled at the CLEC request
  - ILEC trouble reports associated with administrative service
  - Subsequent trouble report(s) on a maintenance ticket that has (have) not been reported as resolved (or closed)
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring, or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers)
  - Tickets used to track referrals of misdirected calls
  - Mutually agreed upon "no trouble found" (CPE/TOK/FOK)

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
1 per 100 lines

Measurement Detail and Standards
Maintenance and Repair

Measurement

Repeat Trouble Report Rate

Function
Frequency of Repeat Troubles

Calculation Methodology
Repeat Trouble Report Rate = Σ [(Count of Trouble Reports Where More Than One Trouble Report Was Logged for the Same Service Access Line Within a Continuous 30 Day Period) / (Number of Reports in the Report Period)] x 100

Business Rules
The repeat trouble report rate measure is computed by accumulating the number of instances where a trouble ticket is submitted by a CLEC to the ILEC for a service arrangement that had at least one prior trouble ticket any time in the 30 calendar days preceding the creation of the current trouble ticket. The number of repeat troubles are accumulated for the reporting period by service type and trouble type. The count of repeat troubles, by service type, is divided by the count of initial trouble reports (by service type) received during the report period.

- If a trouble ticket was closed out previously with the disposition code wrongly classifying it as FOK/TOK/CPE then the trouble must be counted as both an initial and a repeat trouble report.
- Unbundled loops or UNE combinations involving an unbundled loops are considered a "service access line".
- The "same service access line" means a trouble report being reported for the same telephone number or the same circuit identifier.
- The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.
- For purposes of ILEC's own results, the ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.
- Excluded situations:
  - Trouble tickets that are canceled at the CLEC request
  - ILEC trouble reports associated with administrative service
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring, or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers)
  - Subsequent trouble report(s) on a maintenance ticket that has (have) not been reported as resolved (or closed)
  - Tickets used to track referrals of misdirected calls
  - Mutually agreed upon "no trouble found" (CPE/TOK/FOK)

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
6 per 100 trouble reports

Measurement Detail and Standards
Maintenance and Repair

Measurement and Purpose

Percent Found OK/Test OK/CPE

Function
Frequency of Troubles

Calculation Methodology
Percent Found OK/Test OK/CPE = Σ [(Count of All Troubles With Resolution Codes of CPE/TOK/FOK) / (Number of Troubles During the Reporting Period)] x 100

Business Rules
- Unbundled loops or UNE combinations involving an unbundled loops are considered a "service access line".
- For purposes of ILEC's own results, the ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.
- Excluded situations:
  - Trouble tickets that are canceled at the CLEC request
  - ILEC trouble reports associated with administrative service
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring, or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers
  - Subsequent trouble report(s) on a maintenance ticket that has (have) not been reported as resolved (or closed)
  - Tickets used to track referrals of misdirected calls

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
Diagnostic, but remedies may be sought if raw data indicates that trouble reports were wrongly excluded because of errors in coding FOK/TOK/CPE

Measurement Detail and Standards
Maintenance and Repair

Measurement

Troubles within 30 Days of Install and Other Order Activity

Function
Frequency of Troubles on new installs/orders

Calculation Methodology
Troubles Within 30 Days of Installations and Other Order Activity = Σ [(Total Number of Orders with Trouble Tickets That Had Service Order Activity Within 30 Days of the Trouble Report) / (Total Number of Service Orders Completed in the Report Period)] x 100

Business Rules
The results are computed by accumulating the number of trouble tickets submitted by a CLEC to the ILEC for a service arrangement that had at least one install or service order activity within the 30 calendar days preceding the creation of the current trouble ticket. The count of troubles, as outlined above, is divided by the count of all orders completed by the ILEC for the CLEC during the report period.

Non-parity results for Trouble Rate within 30 Days of Install and Other Order Activity may require further reporting to determine root cause issues. For instance, reports on whether facilities provided on new installations tested to industry standard per interconnection contract, tariff or regulatory requirements may be required if results indicate a poorer performance of facilities and supporting network equipment provided to CLECs. ILECs also may need to cooperate with CLECs on comparative mechanized line testing (through respective ILEC and CLEC switches) of the transmission quality of ILEC loops versus CLEC unbundled loops obtained from the ILEC. Reporting dimensions of copper versus fiber deployment may show that CLEC install troubles result from a disparity in use of underlying transmission media for install of ILEC vs. CLEC facilities. The broadening of the measure to include more than just new installs will detect new service activations (hunt group changes, other feature additions) that cause troubles versus network transmission quality.

- If CLEC is unable to report trouble to the ILEC through normal channels, ILEC must still track trouble through alternate means.
- Excluded situations:
  - Trouble tickets that are canceled at the CLEC request
  - ILEC trouble reports associated with administrative service
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring, or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers)
  - Tickets used to track referrals of misdirected calls
  - Mutually agreed upon "no trouble found" (CPE/TOK/FOK)

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
Less than 1.5 orders with failed circuits per 100 service orders worked in the report period

Measurement Detail and Standards
Maintenance and Repair

Measurement

Percent of Customer Troubles Resolved Within Estimate

Function
Estimated Time to Restore

Calculation Methodology
Percent Customer Troubles Resolved Within Estimate = Σ [(Count of Customer Troubles Resolved By The Quoted Resolution Time and Date) / (Count of Customer Troubles Tickets Closed)] x 100

Business Rules
The quoted repair completion date and time are compared to the actual repair date and time (ticket closure as defined in Time to Restore metric). In each instance where the actual repair date and time are on or before the initially provided estimated or quoted date and time to restore, the count of "troubles resolved within estimate" is incremented by one for the relevant "service type" and "trouble type." The resulting count is divided by the total number of troubles resolved (for the consistent service and trouble type), for the report period, in all instances where an estimated interval was provided or a standard interval existed.

- The ILEC analog for this measure is derived by comparing the actual date and time of ILEC trouble ticket closure compared to the projected trouble clearance date and time established through the ILEC agent's on-line interaction with the ILEC's work management system, regardless of whether or not the ILEC currently quotes this information to its retail customer.
- The "quoted" or "estimated" time to restore is the actual scheduled time projection returned by the ILEC work management system or the standardized repair interval that the ILEC uses for its own operations when equivalent service arrangements are involved.
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters.
- If the ILEC supplies only the estimated repair interval, then the estimated date and time of repair is determined by adding the repair interval to the date and time that the CLEC logged the repair request with the ILEC.
- For purposes of ILEC's own results, the ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.
- Excluded situations:
  - Trouble tickets that are canceled at the CLEC request
  - ILEC trouble reports associated with administrative service
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring, or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers)
  - Subsequent trouble report(s) on a maintenance ticket that has (have) not been reported as resolved (or closed)
  - Tickets used to track referrals of misdirected calls

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
98% met, 2% missed

Measurement Detail and Standards
General

Measurement

Percent Systems Availability

Function
Systems Availability

Calculation Methodology
Percent System Availability = Σ [(Hours Functionality is Available to CLECs During Report Period) / (Number of Hours Functionality was Scheduled to be Available During the Period)] x 100

Business Rules
For CLEC Results: The total "number of hours functionality was scheduled to be available" is the cumulative number of hours (by date and time on a 24-hour clock) over which the ILEC planned to offer and support CLEC access to ILEC OSS functionality during the reporting period. The ILEC must provide a minimum advance notice of one reporting period regarding availability plans and such plans must be interface-specific. If scheduled availability is not provided with at least one report period's advance notice, then the default availability for the subsequent reporting period will be seven days per week, 24 hours per day.

"Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the ILEC gateway or interface is capable of accepting CLEC transactions or data files for processing in the gateway/interface and supporting OSS. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the percent system availability measure. The percent system availability measure is required for each unique interface type achieved with the ILEC.

For ILEC Results: Each OSS of the ILEC that is employed in the support of CLEC operations must first be identified by supported functional area (e.g., pre-ordering, ordering and provisioning, repair and maintenance and billing) with such mapping disclosed to the CLECs. The "available time" and "scheduled available time" is gathered for each of the identified ILEC OSS during the report period. The OSS function availability is computed based upon the weighted average availability of the subtending support OSS. That is, the available time for each OSS supporting a functional area is accumulated over the report period and then divided by the summation of the scheduled available time for those same supporting OSS.

Other Clarifications and Qualifications:
- The ILEC analogs for this performance measure are the internal measures of system downtime (or up time) typically established between the ILEC Systems Management Organization and the client organizations.
- OSS scheduled and available time may be utilized in the computation of more than one functional area.
- Parity exists if the CLEC percent system availability results are $\geq$ ILEC function availability for the functionality accessed by the CLEC.
- "Capable of accepting" must have a meaning consistent with the ILEC definition of down time, whether scheduled or unscheduled for internal ILEC systems having a comparable potential for customer impact.
- Time is measured in hours and tenths of hours rounded to the nearest tenth of an hour.
- CLEC self-reporting of interface downtime is inadequate by itself but logs of CLEC reports of downtime must be kept and available upon request for auditing ILEC reports.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
Less than 0.1% of unscheduled downtime; no scheduled downtime during prime time operating hours

Measurement Detail and Standards
General

Measurement

Mean Time to Answer

Function
Center Responsiveness

Calculation Methodology
Mean Time to Answer Calls = Σ [(Date and Time of Call Answer - Date and Time of Call Receipt) / (Total Calls Answered by Center)]

Business Rules
For CLEC Results: Mean time to answer calls is measured through call management technology utilized to distribute calls to ILEC agents supporting all CLEC activities. Results are to be provided separately for each center handling CLEC inquiries. If centers used by the ILEC support multiple functions (e.g., both maintenance and provisioning) then the results for each function supported should be separately reported.

Speed of answer is determined by accumulating elapsed time from entry of CLEC call into ILEC call management system until CLEC call is transferred to ILEC personnel assigned to handle CLEC calls for assistance. The elapsed time is measured in seconds and tenths of seconds rounded to nearest tenth of a second. The accumulated elapsed time is divided by count of calls transferred to ILEC agents.

For ILEC Results: Speed of Answer, as it relates to the ILEC, will be measured in an identical manner as described for the CLEC. The results for the ILEC business office operations and its repair bureau operations should be separately accumulated, computed and retained. If further distinctions are made or more discrete tracking is performed within the ILEC call receipt centers (e.g., by business and residence), then results should be reported at the lowest possible level of detail. Where call receipt for such operations are commingled and inseparable, then only a single result for each measure will be generated and serve as the comparative result for both the CLEC repair support and the CLEC provisioning support results.

Other Clarifications and Qualifications:
- ILEC Agent answering and placing the caller on hold does not stop the clock. Any call placed on hold before the CLEC representative can ask question/report trouble has not met the standard.
- A voice response unit (VRU) does not stop the clock. For a call to be considered answered, the live ILEC Agent must handle the CLEC request.
- Results may be reported for aggregate CLEC industry to the extent that separate carrier-specific support centers are not provided. If separate centers are provided (either for a CLEC or group of CLECs) then results shall be gathered and supplied for each center based on specific CLEC support. Support center types include supporting CLEC maintenance and provisioning, ILEC center supporting retail customer maintenance calls and business office inquiries, etc.
- If ILEC call management technology cannot measure speed of answer on call-specific basis, then an alternate methodology simulating answer speed based on average time for component parts of call (e.g., queue to VRU + VRU to queue + queue to agent answer) can be used by mutual consent of ILEC and CLECs.
- Excluded situations:
  - Calls abandoned by customers prior to answer by the ILEC

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
Live Agent: 90% of calls answered in 10 seconds
VRU: 100% of calls answered by live agent within 2 seconds of transfer

Measurement Detail and Standards
General

Measurement

Call Abandonment Rate

Function
Center Responsiveness

Calculation Methodology
Call Abandonment Rate = Σ [(Count of Calls Terminated Before Answer During the Reporting Period) / (Count of All Calls Placed in Queue During the Reporting Period)]

Business Rules
Call abandonment rates are monitored through the call management technology utilized to distribute calls to ILEC agents supporting CLEC activities (i.e., call receipt personnel staffing ILEC support centers intended for CLEC use). Results are to be provided separately for each center handing CLEC inquiries. If centers deployed by the ILEC support multiple functions (e.g., both maintenance and provisioning) then the results for each function supported should be separately reported.

The Call Abandonment Rate is based on the number of calls received by the call distribution system of the ILEC center for the reporting period, regardless of whether the call actually is transferred to ILEC personnel for processing. In addition, a count is accumulated of all calls that are subsequently terminated by the calling party or dropped due to equipment failure before transfer to the service agent for processing. The accumulated count of calls abandoned (terminated) is divided by the total count of calls received at the monitored center.

- A voice response unit (VRU) does not stop the count for purposes of the call abandonment rate if the caller terminates or is terminated prior to transfer to the ILEC Agent for processing.
- Results may be reported for CLEC industry in aggregate to the extent that separate carrier-specific support centers are not provided. If separate centers are provided (either for an individual CLEC or a group of CLECs) then results should be gathered and supplied for each center and reported to the CLEC(s) based upon the center providing the specific CLEC support. Support center types include center supporting CLEC maintenance and provisioning and ILEC Center supporting retail customer maintenance calls and business office inquiries etc.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
No more than 0.5% of calls abandoned

Measurement Detail and Standards
General

Measurement

Average Response Interval for OSS Queries

Function
Average Response Interval for Real-Time OSS Queries

Calculation Methodology
Average Response Interval = Σ [(Query Response Date and Time - Query Submission Date and Time) / (Number of Queries Submitted in Reporting Period)]

Business Rules
The response interval for each query is determined by computing the elapsed time from the ILEC receipt of a query from the CLEC, whether or not syntactically correct, to the time the ILEC returns the requested data (or reject notification) to the CLEC. Elapsed time is accumulated for each major query or transaction type, consistent with the specified reporting dimension, and then divided by the associated total number of queries received by the ILEC during the reporting period.

- The elapsed time for an ILEC query is measured from the point in time when the ILEC customer service agent submits the request for identical or similar information into the ILEC OSS until the time when the ILEC OSS returns the requested information to the ILEC customer service agent, or a hard copy of the information is returned to the ILEC customer service agent.
- As additional functionality is established by the industry, for example with respect to unbundled network elements, the reporting dimensions may be expanded.
- Elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second.
- Elapsed time is to be measured through automated rather than manual monitoring and logging.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
Pre-Ordering
Telephone Number Reservations:
1-30 telephone numbers in 2 seconds and none (0%) greater than 5 seconds
31 or more telephone numbers in less than 2 hours
Address Verification: 2 seconds
CSR: 5 seconds
Service Availability: 5 seconds
Due Date: 2 seconds
Dispatch: 8 seconds
PIC: Parity
LIDB: 2s
Directory Listings: Parity
Maintenance

- The standard for all categories below is parity.
  - Create (or confirm logging of) a Maintenance Request
  - Obtain Status
  - Obtain Test Results
  - Cancel Request
  - Rejected of Failed Queries (regardless of type)
  - Clearance Notification
  - Closure Notification

:

Measurement Detail and Standards
General

Measurement

Average Notification of Interface/OSS Outage

Function
Reporting Interface/OSS Outages

Calculation Methodology
Average Notification of Interface/OSS Outage = Σ [(Date and Time of Outage Notification to CLECs - Date and Time of ILEC Awareness of Interface/OSS Outage) / (Number of Interface Outages in Reporting Period)]

Business Rules
Average Notification of Interface/OSS Outage is the time it takes from when ILEC first learns of an OSS/interface outage to the time it takes to notify the CLEC. ILEC will report by each interface used by CLECs for pre-ordering, ordering and maintenance. Notifications will be provided by email and will not be considered received unless email is directed to appropriate CLEC designated point(s) of contact for receiving interface outage information.

To extent known, email should obtain information on estimated time of restoration for the interface.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
15 minutes

Measurement Detail and Standards
General

Measurement and Purpose

Percent of Change Management Notices and Documentation Sent On-Time

Function
Change Management

Calculation Methodology
Percent of Change Management Notices Sent On Time = Σ [(Change Management Notifications Sent Within Required Time Frames) / (Total Number of Change Management Notices Sent)] x 100

Percent of Change Management Final Documentation Sent On Time = Σ [(Change Management Documentation Sent Within Required Time Frames After Notices) / (Total Number of Change Management Documentation Sent)] x 100

Average Delay Dates for Change Notices =Σ [(Date Notice Sent – Date Notice Due) / (Total Number of Notices Sent)]

Average Delay Dates for Final Documentation =Σ [(Date Final Documentation Provided – Final Documentation Due) / (Total Final Change Management Documents Sent)]

Percent ILEC Changes vs. CLEC Changes Made = Σ ([Number of Type 5 CLEC-Initiated Changes Implemented in Period) / (Total Number of CLEC Changes Requested] x 100; and Σ [(Number of Type 4 ILEC-Initiated Changes Implemented in Period) / (Total Number of ILEC Changes Requested)] x 100

- Ratios will be expressed in terms of percentage and compared.
- Counts of rejected and pending requests also will be reported monthly for both Type 4 (ILEC initiated) and Type 5 (CLEC initiated) categories.

Business Rules
- These metrics are designed to measure the percent of change management notices and associated final documentation sent to the CLEC according to notification/documentation standards and timeframes prescribed by the Parties' Change Management Agreement.
- Each type of change management notice is to be reported separately (see Appendix C).
- Timely documentation is to be measured separately to the extent that times for providing documentation after each type of notice differ.
- Documentation that is not accurate and complete to the extent that CLECs can implement change to their interfaces is not considered timely sent.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- The accumulation of elapsed time is based on business days/hours.
- Change notification must comply with agreed upon business rules for notification procedures and definition of type of change.
- Any changes made without notification will be considered "sent late".

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
98% on-time notification
98% on-time final documentation

Measurement Detail and Standards
General

Measurement

Percent Software Certification Failures and Software Problem Resolution Timeliness

Function
OSS Software Change Problems

Calculation Methodology
Percent Software Certification Failures = Σ [(Number of Test Transactions in Test Deck – Count of Changes Required Due to CLECs Experiencing Malfunctions) / (Number of Test Transactions in Test Deck)] x 100

Percent Software Problems Resolved On-Time = Σ [Number of Times Problem Resolved on Time / Number of Problems Resolved] x 100

Average Delay Hours/Days for Software Problem =Σ [(Date and Time Problem Resolution Confirmed by CLEC –Date and Time Problem Resolution Due) / (Total Number of Problems Resolved)]

Business Rules
- ILEC test deck may either represent regression testing of a new software release or progression testing of software being released for the first time. A regression test deck is a collection of test scenarios designed to verify that functionality in a software release that was available in a previous release continues to work as prescribed. A progression test deck is a collection of test scenarios designed to verify that functionality in a software release that is being introduced for the first time (or is being removed) works as prescribed.
- Test scenario is a description of a business event and the systems transactions performed to accomplish the business event. Test scenarios also include pre-conditions, input date and expected results.
- During a 30 day period following release to production, ILEC will track the number of changes required as a result of CLEC experiencing malfunctions during the execution of transactions directly related to the pre-defined conditions in the test desk.
- A transaction is defined as failed if the request cannot be submitted or processed or results in incorrect or improperly formatted data.
- Software validation procedures, test deck scenarios and error correction standards are to be agreed to by CLEC and the ILEC, with this metric monitoring adherence to that agreement.
- ILEC may exclude any CLEC malfunctions if both parties agree that malfunctions were CLEC's fault. If parties cannot agree on fault, then ILEC must report the number of malfunction incidents in dispute.
- Problem resolution timeliness will reflect the percentage of preorder and order transaction rejections resolved within the timeframe agreed to by CLEC and the ILEC for both errors with and without work-around.
- Problem resolution time will start being measured from time problem reported to help desk to time CLEC concurs that problem no longer exists as confirmed on resolution notice call from the ILEC's help desk.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
No more than 0.1% of test deck transactions should result in CLEC problems
Software errors with no work-around should be corrected in 24 hours.
Software errors with work-arounds should be corrected in 72 hours.

Measurement Detail and Standards
General

Measurement

On-time Response to UNE Bona Fide Request (BFR)

Function
Pricing

Calculation Methodology
On-time Response to UNE BFR = Σ [(Total Number of UNE BFR Requests Processed in X Days) / (Total Number of UNE BFR Responses Due in Reporting Period)] x 100

Business Rules
- Elapsed time is measured in business days/hours. Clock starts when ILEC receives the CLECs application and stops when the CLEC receives a response containing preliminary pricing from the ILEC.
- "X" equals interval specified in the interconnection agreement or in state Commission rules.
- Excluded Situations:
  - Local Number Portability BFRs

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
98%

Measurement Detail and Standards
General

Measurement

Percent Response Commitments Met (On-Time)

Function
Timeliness of Center Responses to CLEC Inquiries

Calculation Methodology
Percent Response Commitments Met = Σ [(Number of Response Commitments Met) / (Number of Responses Due in Reporting Period)] x 100

Business Rules
ILEC must report on whether or not time committed to CLEC in contracts, separate agreements or at time of call are being kept by ILEC's support centers. For instance, if contract requires a response to a billing inquiry in 24 hours, then on-time responses would be those received within 24 hours after the CLEC places a query to the appropriate point of contact and compared to all the responses to billing queries due that reporting period. If an ILEC account representative promises a response in X amount of time, the metric would address whether that commitment was met compared with all the other committed answers due that month. The measurement would be equivalent to an Estimated Time to Repair or Repair Appointment Met metric applied to non-maintenance types of problems. Missed commitments are those days/hours between the time the response was due and the time the response was actually received. For ILEC retail measurement, time to respond to end user bill questions and other business office queries would be measured.

- All queries answered while the CLEC or ILEC retail customer is on the phone will be considered on time for this metric.
- Responses do not necessarily have to resolve issue but must provide additional information on the status of resolving the query. Any new response commitment provided during the partial response must be measured for on-time performance as well and will be counted as a new commitment.
- If CLEC poses more than one question on same call, ILEC may provide different response commitments for each query and measure each query separately.
- CLEC and ILEC may devise a priority rating system for measurement by which the CLEC will identify the type of query upon reaching a representative at the CLEC center and the type of response interval required for such a query. (i.e., questions regarding problems with an OSS gateway blocking order placement or pre-order queries may receive a higher priority than a question to explain a business rule that is not impeding order activity.)
- If ILEC is uncertain about whether response qualified as meeting the commitment interval, ILEC may seek CLEC agreement that response commitment has been met. Responses that no action has been taken yet on a query do not count as timely.
- If a question is posed to the wrong center, the center receiving the query will direct the CLEC immediately to the appropriate center to respond to the question.

Levels of Disaggregation and Data Retention Requirements
By Service Center: Pre-Ordering, Ordering, Billing, Other

Performance Standard
Billing = 100% in 24 hours of request for information
Pre-Ordering/Ordering Help Desk = 98% within response commitment provided by ILEC
Other = 95% within response commitment provided by ILEC

Measurement Detail and Standards
General

Measurement

Percent On-time Response to Requests for Access to Poles, Conduits and Rights of Way

Function
Ancillary Services

Calculation Methodology
Percent On-time Response to Requests for Access to Poles, Conduits and Rights of Way = Σ [(Total Number of Requests Processed in X Days) / (Total Number of Responses Due in Reporting Period)] x 100

Business Rules
- Elapsed time is measured in business days/hours. Clock starts when ILEC receives the CLECs application, and stops when the CLEC receives a response containing preliminary pricing from the ILEC.
- "X" equals interval specified in the interconnection agreement or in state Commission rules.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
98% on-time response

Measurement Detail and Standards
General

Measurement

Percent of Requests for Access to Poles, Conduits and Rights of Way Rejected for Lack of Space

Function
Ancillary Services

Calculation Methodology
Percent of Requests for Access to Poles, Conduits and Rights of Way Rejected for Lack of Space = Σ [(Total Number of Requests Rejected in Reporting Period Due to Lack of Space) / (Total Number of Responses Due in Reporting Period)] x 100

Business Rules
- Elapsed time is measured in business days/hours. Clock starts when ILEC receives the CLECs application and stops when the CLEC receives a response containing preliminary pricing from the ILEC.
- Response due date is as outlined in the interconnection agreement.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
Diagnostic measurement

Measurement Detail and Standards
Billing

Measurement

Mean Time to Provide Daily Usage Feed

Function
Timeliness of Billing Record Delivery

Calculation Methodology
Mean Time to Provide Recorded Usage Records = Σ [(Data Set Transmission Date - Date of Message Recording) / (Count of All Messages Transmitted in Reporting Period)]

Business Rules
This measure captures the elapsed time between the recording of usage data generated either by CLEC retail customers or by CLEC access customers (by the AMA recording equipment associated with the ILEC switch) and the time when the data set, in a compliant format, is successfully transmitted to the CLEC. For each usage record, the calendar date and time of usage recording is compared to the calendar date and time of successful completion of data set transmission to the CLEC. The number of hours and tenths of hours elapsed between message recording and data set transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each usage record with the resulting total number of hours accumulated being divided by the number of complete usage records in all the data sets transmitted.

- The elapsed time for delivery of ILEC usage records is measured from the time of message recording, as captured on the ILEC's AMA tape, to the time the AMA tape is converted to billing format (EMR format or equivalent).
- Mean time to deliver usage records is to be reported separately for end user usage and access related usage.
- The usage accuracy measure identified here is similar to the type of measures that ILECs commonly institute in service contracts with long distance service suppliers who use ILEC billing services.
- Excluded situations:
  - Any usage record rejected due to formatting or content errors

Levels of Disaggregation and Data Retention Requirements
See Appendix D

Performance Standard
99.94% in 24 hours
100% in 48 hours

Measurement Detail and Standards
Billing

Measurement

Mean Time to Deliver Invoices

Function
Timeliness of Billing Record Delivery

Calculation Methodology
Mean Time to Deliver Invoices = Σ [(Invoice Transmission Date - Date of Scheduled Bill Cycle Close) / (Count of Invoices Transmitted in Reporting Period)]

Business Rules
This measure captures the elapsed number of days between the scheduled close of a Bill Cycle and the ILEC's successful transmission of the associated invoice to the CLEC. For each invoice, the calendar date of the scheduled close of Bill Cycle is compared to the calendar date that successful invoice transmission to the CLEC completes. The number of calendar days elapsed between scheduled Bill Cycle close and completion of invoice transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each invoice with the resulting total number of days accumulated divided by the number of complete invoices sent in the reporting period.

- The elapsed time for ILEC invoice delivery is measured from the scheduled close date of the retail customer bill cycle to the transmission of the customer bill to CLEC in a format appropriate for delivery to retail customers.
- Excluded situations:
  - Any invoices rejected due to formatting or content errors

Levels of Disaggregation and Data Retention Requirements
See Appendix D

Performance Standard
100% in 48 hours

Measurement Detail and Standards
Billing

Measurement

Percent Invoice Accuracy

Function
Accuracy of Billing Records

Calculation Methodology
Percent Invoice Accuracy = Σ [(Count of Dollars Adjusted During Billing Period) / (Total Dollars Billed In Reporting Period)] x 100

Business Rules
For CLEC Results: The completeness of content, accuracy of information and conformance of formatting will be determined based upon the terms of this agreement as outlined in Attachment VIII. The ILEC will establish a quality control process that is disclosed to CLECs and that is no less rigorous than the most rigorous quality monitoring established in the ILEC billing service contracts for long distance service providers. The quality monitoring process must be disclosed in advance and process auditing must be permitted. The records and invoices delivered by the ILEC must simultaneously meet the standards relating to content, accuracy and formatting in order to be counted as accurate.

For ILEC Results: The computation for the ILEC is identical to that described for the CLEC. The usage accuracy determination is based upon comparison of the usage records, following format conversion to the EMR (or equivalent) format as compared to the internally established content and formatting requirements. Likewise, the accuracy measure for invoice delivery will be based upon a statistically reliable comparison of ILEC invoices to the content, calculation methodology and formatting standards of the ILEC. Separate comparisons are to be made for retail service invoices and access invoices with the results compared to wholesale (total service resale) and UNE invoices, respectively.

Other Clarifications and Qualifications:
- ILEC also will provide number of billing errors that comprise total amount adjusted.
- The wholesale invoice accuracy identified here is analogous to the measures contained within the Billing Quality Assurance Programs that the ILECs have with interchange carriers for monitoring access billing quality. If a sampling process is used to monitor accuracy, then the study results must be reconfirmed no less than quarterly.
- Excluded situations:
  - Adjustments that are not related to billing errors; for example: incentive regulation credits, performance remedies, and special promotional credits, unless billed incorrectly, then they are included

Levels of Disaggregation and Data Retention Requirements
See Appendix D

Performance Standard
99.99%

Measurement Detail and Standards
Billing

Measurement and Purpose

Percent Usage Accuracy

Function
Accuracy of Billing Records

Calculation Methodology
Usage Accuracy = Σ [(Number of Usage Records Delivered in the Reporting Period That Reflected Complete Information Content and Proper Formatting) / (Total Number of Usage Records Transmitted)] x 100

Business Rules
For CLEC Results: The completeness of content, accuracy of information and conformance of formatting will be determined based upon the terms of this agreement as outlined in Attachment VIII. The ILEC will establish a quality control process that is disclosed to CLECs and that is no less rigorous than the most rigorous quality monitoring established in the ILEC billing service contracts for long distance service providers. The quality monitoring process must be disclosed in advance and process auditing must be permitted. The records delivered by the ILEC must simultaneously meet the standards relating to content, accuracy and formatting in order to be counted as accurate. This measurement is expressed as a percentage of accurate records to the total records delivered.

For ILEC Results: The computation for the ILEC is identical to that described for the CLEC. The usage accuracy determination is based upon comparison of the usage records, following format conversion to the EMR (or equivalent) format as compared to the internally established content and formatting requirements. Separate comparisons are to be made for retail service invoices and access invoices with the results compared to wholesale (total service resale) and UNE invoices, respectively.

Other Clarifications and Qualifications:
- The CLEC must report to ILEC within X days of receipt of usage records that do not have complete information content or proper formatting. Reporting will be on a delayed basis based on timeframe negotiated for CLEC to report on errors.
- This measurement captures the accuracy of the customer's service and access usage.
- The usage accuracy measure identified here is similar to the type of measures that ILECs commonly institute in service contracts with long distance service suppliers who use ILEC billing services.

Levels of Disaggregation and Data Retention Requirements
See Appendix D

Performance Standard
99.99%

Measurement Detail and Standards
Billing

Measurement and Purpose

Percent Billing Errors Corrected in X Days

Function
Timeliness of Billing Error Corrections

Calculation Methodology
Percent Billing Errors Corrected in X Days = Σ [(Number of ILEC Responses in X Days/Hours) / (Total Number of Queries in Reporting Period)] x 100

Business Rules
- This measurement applies to the daily usage feed.
- Performance for this measurement is measured at two levels:
  - Severity 1 Bill Affecting where X = 24 hours with a maximum of 5 business days to correct error
  - Severity 2 Non-Bill Affecting where X = 3 business days with a maximum of 10 business days to correct error
- Elapsed time is measured in business days/hours. Clock starts when ILEC receives the CLEC's query or request for an adjustment (whether in electronic, written or voice form) and the clock stops when the CLEC receives the correct usage record from the ILEC.
- The ILEC shall send correct usage record within X days/hours of receipt of a query.
- Only usage records fully corrected to the CLEC's specifications will be considered timely.
- Excluded situations:
  - CLEC may agree to exclude adjustments disputed by ILEC from metric. If ILEC does not wish to pursue mutual agreement on such exclusion, ILEC must report separately the number of queries in dispute at end of the month as separate sub-metric

Levels of Disaggregation and Data Retention Requirements
See Appendix D

Performance Standard
Severity 1 = 90% corrected in 24 hours and 100% in 5 business days
Severity 2 = 90% corrected in 3 business days and 100% in 10 business days

Measurement Detail and Standards

Operator Services, Directory Assistance and Listings (OS, DA & DL)

Measurement

Mean Time to Answer

Function

Speed to Answer OS/DA

Calculation Methodology

Mean Time To Answer = Σ [(Date and Time of Call Answer - Date and Time of Call Receipt) / (Total Calls Answered on Behalf of the CLECs in Reporting Period)]

Business Rules

Speed of answer is monitored through the call management technology used to distribute calls to ILEC agents supporting CLEC activities (i.e., call receipt personnel staffing Directory Assistance or Operator Service Positions). It is determined by measuring and accumulating the elapsed time from the entry of a CLEC retail customer call into the ILEC call management system queue until the CLEC retail customer call is transferred to the ILEC personnel assigned to handle CLEC calls for assistance (whether DA or OS). The elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second.

- The "speed to answer" measure is directly analogous to speed of answer minimum service standards established within many states.
- Results must be reported separately for CLECs that use facilities-based interconnection, as customer calls to OS and DA will arrive at the operator center on unique facilities. For CLECs that use common facilities to deliver customer calls to the operator center, results may be reported for the CLEC industry in aggregate until the capability to measure specific CLEC results exists.
- If the ILEC call management technology cannot measure speed of answer on a call specific basis, then an alternate methodology that simulates speed of answer based upon the average time for component parts of the call (e.g. queue to VRU + VRU to queue + queue to agent answer) can be utilized by mutual consent of the ILEC and CLEC.
- Excluded situations:
  - Calls abandoned by customers prior to answer by the ILEC OS or DA Operator

Levels of Disaggregation and Data Retention Requirements

See Appendix E

Performance Standard

Parity or end-user standard, whichever is faster

Measurement Detail and Standards

Operator Services, Directory Assistance and Listings (OS, DA & DL)

Measurement

Mean Time Allotted to Proof Listing Updates

Function

Time Allotted to Proof Listing Updates Before Publication

Calculation Methodology

Mean Time Allotted to Proof Listing Updates Before Book Close Date = Σ [(Date & Time of Directory Publication Deadline – Date and Time Updates Available for Proofing) / (Total Number of Updates Provided for Proofing During Reporting Period)]. This measurement should be calculated and reported separately for First and Second Proofs.

Business Rules

Time Allotted To Proof Listing Updates encompasses the amount of review time afforded to CLECs for the purposes of validating directory listings prior to directory publication. If electronic access permits a CLEC to view, on demand, its customers' listings as they will be published, then this measure is not necessary; however, an interface availability measurement should be included within the reporting dimensions for the "General" OSS systems measurements. The directory proofing interval information should be captured and retained for each directory published. The interval is measured from the date and time the CLEC receives a final listing of customer-related information that will be contained within the ILEC's next directory publication to the final date and time for submission of changes to the listings provided. The second book close proof is required to ensure that corrections indicated in the first proof have been made.

Levels of Disaggregation and Data Retention Requirements

See Appendix E

Performance Standard

First Proof: 60 calendar days prior to Directory Close Date
Second Proof: 14 calendar days prior to Directory Close Date

Measurement Detail and Standards
Network Performance

Measurement

Percent Call Completion

Function
Interconnect Traffic Engineering/Trunking Capacity

Calculation Methodology
Percent Call Completion = Σ [(Total Number of Blocked Call Attempts (Separate Measures For Inbound and Outbound) During the Busy Hour) / (Total Number of Call Attempts During Busy Hour)] x 100

Business Rules
For CLEC Results: For determining call blocking, the number of CLEC customer call attempts where the customer dials a valid telephone number is accumulated for the reporting period. The number of blocked call attempts experienced by CLEC customers, where a call to a valid telephone number was not completed by the network because of ILEC-controlled capacity limitations or other ILEC network trouble, also is accumulated during the reporting period. At the end of the reporting period, the total number of blocked attempts is divided by the total number of attempts and the ratio is expressed as a percentage. For inbound calling, the results will measure calls originating on the ILEC's network and blocked from terminating on the CLEC's network.

- CLECs may agree to call completion reports in lieu of, or in addition to, blocking reports

For ILEC Results: The approach is identical to that described for the CLEC, except that the network performance is measured only for representative ILEC service configurations.

Levels of Disaggregation and Data Retention Requirements
See Appendix F

Performance Standard
Common Trunks: No more than 1% of end offices may have more than 2% blockage per month based on the Erlang B.01 scale. Where CLEC traffic traverses a separate common network from LEC traffic, no more than 2% of end offices may have more than 2% blocking.

Dedicated Trunks: Engineered so that no trunk group may have more than 1% blockage (B.01 design standard) per month.

Measurement Detail and Standards
Network Performance

Measurement

Percent of ILEC Responses to Reciprocal Trunk Requests in X Days

Function
ILEC Resizing of Trunks to Avoid Blocking

Calculation Methodology
Percent of ILEC Responses to Reciprocal Trunk Requests in X Days = Σ [(Number of ASRs/FOCs Sent in X Days Responding to CLEC TGSR/Email or ASR Requesting Resizing of Inbound Trunk Groups From ILEC to CLEC) / (All Requests for Resizing)] x 100

Business Rules
- Count begins when CLEC requests additional inbound trunks because the addition of a new customer will cause blocking on existing trunk groups from the ILEC to the CLEC.
- Requests may be sent though email, Trunk Group Service Requests or by an ASR with ILECs ACNA instead of CLEC identification used for outbound trunks ordered from ILEC.
- Count stops when CLEC receives an ILEC ASR or FOC, depending on which CLEC ordering method provides complete and accurate information and a committed due date in line with intervals established for outbound trunks.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% in 5 days
100% in same interval as FOC for outbound trunk requests found in Appendix I

Measurement Detail and Standards
Network Performance

Measurement

Mean Time to Notify CLEC

Function
Reporting Network Disruptions And Restorations

Calculation Methodology
Mean Time to Notify CLEC (Disruptions) = Σ [(Date and Time ILEC Notified CLEC of Network Disruption - Date and Time ILEC Detected Network Disruption) / (Count of Network Disruptions)]

Mean Time to Notify CLEC (Restorations) = Σ [(Date and Time ILEC Notified CLEC of Restoration - Date and Time ILEC Completed Restoration) / (Count of Restorations)]

Business Rules
This measurement monitors the timeliness with which ILEC notifies CLEC of major network disruptions and restorations that impact the CLEC's network and customers. The results will be based on the time it takes for the ILEC's centralized control center to notify the CLEC and ILEC of a customer impacting network incident in facilities utilized by the CLEC. When the ILEC's Centralized Control Center becomes aware of the network incident, they must electronically notify both the ILEC and the CLEC.

- The notification time for each outage will be measured in minutes, on a 7 by 24 basis, and divided by the number of outages for the reporting period.
- Notifications must be provided for all incidents above the threshold contained in Attachment VIII of the contract.

Levels of Disaggregation and Data Retention Requirements
See Appendix F

Performance Standard
10 minutes

Measurement Detail and Standards
Collocation Provisioning

Measurement

Mean Time to Respond to Collocation Request

Function
Collocation Provisioning

Calculation Methodology
Mean Time To Respond To Collocation Request = Σ [(Request Response Date – Request Submission Date) / (Count of Request Responses Issued)]

Business Rules
The response interval for each space request is determined by computing the elapsed time from the ILEC receipt of a collocation request (or inquiry) from the CLEC to the time the ILEC returns the requested information or commitment to the CLEC. Elapsed time is accumulated for each type of collocation space request and then divided by the associated total number of collocation requests received by the ILEC during the report period.

- Elapsed time is measured in calendar days and hours.
- A response to the collocation request will only be considered to be "received" if it is a thorough and actionable plan (i.e., a simple "yes" or "no" is not sufficient).
- Questions about the CLECs collocation request do not count as a "received response."
- Excluded situations:
  - CLEC cancellations or requested delays.

Levels of Disaggregation and Data Retention Requirements
See Appendix E

Performance Standard
10 days

Measurement Detail and Standards
Collocation Provisioning

Measurement

Mean Time to Provide Collocation Arrangement

Function
Collocation Provisioning/Augment Provisioning

Calculation Methodology
Mean Time To Provide Collocation Arrangement = Σ [(Date and Time Collocation Arrangement is Complete – Date and Time Collation Application Submitted) / (Number of Collocation Arrangements Complete)]

Mean Time To Provide Collocation Augments = Σ [(Date and Time Collocation Augment is Complete – Date and Time Collocation Augment Submitted) / (Number of Collocation Augments Complete)]

Business Rules
The interval is the elapsed time from the ILEC's receipt of an order for collocation or augment of an existing collocation from the CLEC to the CLECs acceptance of the collocation or augments to existing collocation without major exceptions. The ILEC will not be deemed to have completed work on a collocation cage until the cage is suitable for use by the CLEC, and the cable assignment information necessary to use the facility has been provided to the CLEC.

Elapsed time for each order is then divided by the associated total number of collocation orders completed within the reporting period for each type of collocation. Augment intervals will be reported separately and further disaggregated between (1) augments of cabling only and (2) more extensive augments involving additions space and changes to powering arrangements. The measurement is similar to the Average Completion Interval for resold services and unbundled network element orders and could be reflected as a separate category of that measurement.

This metric is designed for all types of collocation , including but not limited to physical, caged, shared caged, caged common, cageless, adjacent on-site, adjacent off-site, augments to physical, virtual, augments to virtual, etc.

- Elapsed time is measured in calendar days and hours.
- Excluded situations:
  - CLEC cancellations or requested delays

Levels of Disaggregation and Data Retention Requirements
See Appendix G

Performance Standard
90 days for physical collocation
60 days for virtual collocation
30 days for cabling augments
60 days for more extensive augments

Measurement Detail and Standards
Collocation Provisioning

Measurement

Percent Collocation Due Dates Missed

Function
Collocation Provisioning/Augment Provisioning

Calculation Methodology
Percent Due Dates Missed = Σ [(Number of Orders Not Completed By ILEC Committed Due Date) / (Total Number of Orders Completed During the Reporting Period)]

Business Rules
For each type of collocation and for cabling only and more extensive augments (cabling, space and powering), both the total numbers of orders completed within the reporting interval and the number of orders completed but missing the committed due date (as specified on the initial confirmation returned to the CLEC) are counted. The resulting count of orders completed later than the committed due date is divided by the total number of orders completed. The measurement is similar to the Percent Completed on Time for resold services and unbundled network element orders and could be reflected as a separate category within the Percent Completed on Time measurement.

On time delivery is not met if CLEC has major exceptions and does not accept the collocation or if accurate and complete information for augmenting the collocation is not loaded into the ILEC's TIRKs database. The ILEC will not be deemed to have completed work on a collocation until the cage is suitable for use by the CLEC, and the cable assignment information necessary to use the collocation or augment has been provided to the CLEC.

This metric is designed for all types of collocation , including but not limited to physical, caged, shared caged, caged common, cageless, adjacent on-site, adjacent off-site, augments to physical, virtual, augments to virtual, etc.

- Elapsed time is measured in calendar days and hours.
- Excluded situations:
  - CLEC cancellations or requested delays

Levels of Disaggregation and Data Retention Requirements
See Appendix G

Performance Standard
Less than 2%

Measurement Detail and Standards
Collocation Provisioning

Measurement

Average Collocation Delay Days for Missed Due Dates

Function
Collocation Provisioning/Augment Provisioning

Calculation Methodology
Average Delay Dates for Missed Due Dates =Σ [(Date Collocation Completed – Committed Due Date) / (Total Number of Missed Collocations)]

Average Delay Dates for Missed Due Dates =Σ [(Date Augment Completed – Committed Due Date) / (Total Number of Missed Augment Due Dates)]

Business Rules
This measurement shows the average delay days caused by the ILEC to complete collocation facilities.

- The clock starts on the committed due date and stops on the date collocation is accepted by CLEC and TIRKS database accurately and completely updated.
- Elapsed time is measured in calendar days and hours.
- This metric is designed for all types of collocation , including but not limited to physical, caged, shared caged, caged common, cageless, adjacent on-site, adjacent off-site, augments to physical, virtual, augments to virtual, etc.
- Excluded situations:
  - Delays caused or requested by CLEC

Levels of Disaggregation and Data Retention Requirements
See Appendix G

Performance Standard
No more than 5 days delay for physical
No more than 3 days delay for virtual
No more than 3 days for cabling-only augments
No more than 5 days for more extensive augments

Measurement Detail and Standards
Databases

Measurement

Average Update Interval

Function
Database Updates

Calculation Methodology
Average Update Interval = Σ [(Completion Date and Time of Database Update – Submission Date and Time of Database Change) / (Total Number of Updates Completed During Reporting Period)]

Business Rules
The actual update interval is determined for each update processed during the reporting period. It is the elapsed time from the ILEC receipt of a syntactically correct transaction from the CLEC to the ILEC's accurate completion of updating all databases affected by the CLEC activity. Elapsed time for each update is accumulated for each affected database (e.g., E911/911, LIDB, Directory and Directory Listings). The time required to update each database is accumulated and then divided by the associated total number of updates completed within the reporting period.

- For LIDB, the elapsed time for an ILEC update is measured from the point in time when the ILEC's file maintenance process makes the LIDB update information available until the date and time reported by the ILEC that database updates are completed.
- The Completion Date is the date upon which the ILEC issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the update submission date and time will be the date and time of ILEC receipt of a syntactically correct update supplement. Update activities responding to ILEC-initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- The accumulation of elapsed time is based on business days.
- Excluded situations:
  - Updates cancelled by the CLEC
  - Initial update when supplemented by CLEC
  - ILEC updates associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix H

Performance Standard
Directory Assistance: 24 hours
Directory Listings: 24 hours
E911: 48 hours
LIDB: Parity
MSAG: Parity
Other: 24 hours

Measurement Detail and Standards
Databases

Measurement

Percent Update Accuracy

Function
Database Updates

Calculation Methodology
Percent Update Accuracy = Σ [(Number of Updates Completed Without Error) / (Number Updates Completed)] x 100

Business Rules
For each update completed during the reporting period, the original update that the CLEC sent to the ILEC is compared to the Database following completion of the update by the ILEC. An update is "completed without error" if the database completely and accurately reflects the activity specified on the original and supplemental update (e.g., orders) submitted by the CLEC. Each database (e.g., E911/911, LIDB, Directory Assistance and Directory Listings) should be separately tracked and reported.

- Excluded situations:
  - Updates cancelled by the CLEC
  - Initial update when supplemented by CLEC
  - ILEC updates associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix H

Performance Standard
Directory Assistance: 98% completed without error
Directory Listings: 98% completed without error
E911: 99% completed without error
LIDB: Parity
MSAG: Parity

Measurement Detail and Standards
Databases

Measurement

Percent NXXs Loaded and Tested Prior to the LERG Effective Date

Function
Database Updates

Calculation Methodology
Percent NXXs Loaded and Tested Prior to the LERG Effective Date = Σ [(Number of NXXs Loaded and Tested by LERG Date) / (Total NXXs Loaded and Tested)] x 100

Business Rules
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.

Levels of Disaggregation and Data Retention Requirements
See Appendix H

Performance Standard
100%

Appendix A: Ordering and Provisioning
Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Service
  - Resold Residence POTS
  - Resold Business POTS
  - Resold BRI ISDN
  - Resold PRI ISDN
  - Resold Centrex/Centrex-like
  - Resold Analog PBX trunks
  - Resold DID Trunks
  - Resold Voice-Grade Private Line
  - Resold DS1 Services
  - Resold DS3 Services
  - Resold >DS3 Services
  - Other Resold Services
  - UNE Platform (at least DS0 loop + local switch + transport elements)
  - UNE Channelized DS1 (DS1 loop + multiplexing)
  - Unbundled or UNE-derived 8 dB Analog Loops
  - Unbundled or UNE-derived 2-wire Digital Loops
  - Unbundled or UNE-derived 4-wire Digital Loops
  - Unbundled or UNE-derived ADSL Loops
  - Unbundled or UNE-derived HDSL Loops
  - Unbundled or UNE-derived xDSL Loops
  - Other Unbundled or UNE-derived Loops
  - UNE Analog Switch Port (line side)
  - UNE BRI Capable Switch Port (line side)
  - UNE DS1 Switch Port (line side)
  - UNE PRI Switch Port (trunk side)
  - UNE DID-capable Switch Port (trunk side)
  - UNE Message Trunk Port
  - UNE Dedicated DS0 Transport
  - UNE Dedicated DS1 Transport
  - UNE Dedicated DS3 Transport
  - Interconnect Trunks (DS0s, DS1s and DS3s,
  - Two-Way Trunking, Inbound Augments, separately)
  - Common Transport
  - ILNP
  - PNP
  - ILNP-to-LNP conversions
- Order Activity
  - New Service Installations
  - Service Migrations Without Changes
  - Service Migrations With Changes
  - Local Number Porting
  - Inside Move
  - Outside Move
  - Records Change
  - Feature Changes
  - Service Disconnects
  - Translation Disconnects
  - Standalone Directory Listing (DL)

  - Standalone Directory Assistance (DA) Listing
  - Standalone DL & DA Activity
- Geographic Scope
- Volume Category
- Interface Type
- Type of loop or UNE Combination Cutover and Type of NP involved (i.e., ILNP, PHP or ILNP to PNP conversion)
- Reason for Hold (if applicable)

Data Retained Relating to CLEC Experience

All Reports
- Report month
- Service type (see above for detail)
- Activity type (see above for detail)
- Geographic scope

Order Rejection Codes
- Invalid Address
- Address Errors
- End User Name Doesn't Match ILEC Records
- Incorrect Directory Assistance Listing/Due Date
- Duplicate PON
- Winback (Customer Returned to ILEC)
- ILEC System Problem
- TN Already Disconnected

Order Completion Reports
- CLEC order number
- Order submission date
- Order submission time
- Order completion date
- Order completion time

Order Quality Reports
- Count of orders completed without manual intervention
- Count of FOCs/LSRCs
- Count of syntax rejects
- Count of legacy system rejects
- Interface type
- Original order date for rejected orders
- Rejection notice date and time
- Volume Category
- Manual Fallout (for mechanized orders only)

Order Status Reports
- Interface type
- CLEC order number
- Order submission date and time
- Order submission time
- Status type (reject, FOC/LSRC, Jeopardy Type, Completion Notice)
- Status notice date and time

- Order activity
- Order due date

Coordinated Cutover Reports
- Committed due date and time (from FOC/LSRC)
- Completion date and time
- Volume Category

Held Order Reports
- CLEC order number
- Committed due date
- Report period close
- Hold Reason

Data Retained Relating to ILEC Performance:

All Reports
- Report month
- Service type (see above for detail)
- Activity type (see above for detail)
- Geographic scope

Order Rejection Codes
- Invalid Address
- Address Errors
- End User Name Doesn't Match ILEC Records
- Incorrect Directory Assistance Listing/Due Date
- Duplicate PON
- Winback (Customer Returned to ILEC)
- ILEC System Problem
- TN Already Disconnected

Order Completion Reports
- Average order completion interval
- Standard error for the order completion interval
- Count of orders completed
- Count of orders completed by the due date
- Average offered interval
- Volume category

Order Quality Reports
- Count of orders completed without manual intervention
- Count of FOCs/LSRCs
- Count of syntax rejects
- Count of legacy system rejects
- Interface type
- Volume category

Order Status
- Interface Type
- Status type (reject, FOC/LSRC, Jeopardy Type, Completion Notice)
- Average status interval

- Standard error of status interval
- Number of orders reflected in result
- Order due date

Coordinated Cutover Reports

- Number of early conversions
- Number of conversions > 30 minutes late
- Total number of conversions
- Average conversion interval
- Standard error of conversion interval
- Volume Category

Held Order Reports

- Average held order interval
- Standard error for average held order interval
- Number of orders rejected
- Hold Reason

Appendix B: Maintenance and Repair
Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Service Type
  - Resold Residence POTS
  - Resold Business POTS
  - Resold BRI ISDN
  - Resold PRI ISDN
  - Resold Centrex/Centrex-like
  - Resold Analog PBX trunks
  - Resold DID Trunks
  - Resold Voice-Grade Private Line
  - Resold DS1 Services
  - Resold DS3 Services
  - Resold >DS3 Services
  - Other Resold Services
  - UNE Platform (at least DS0 loop + local switch + transport elements)
  - UNE Channelized DS1 (DS1 loop + multiplexing)
  - Unbundled or UNE-derived 8 dB Analog Loops
  - Unbundled or UNE-derived 2-wire Digital Loops
  - Unbundled or UNE-derived 4-wire Digital Loops
  - Unbundled or UNE-derived ADSL Loops
  - Unbundled or UNE-derived HDSL Loops
  - Unbundled or UNE-derived xDSL Loops
  - Other Unbundled or UNE-derived Loops
  - UNE Analog Switch Port (line side)
  - UNE BRI Capable Switch Port (line side)
  - UNE DS1 Switch Port (line side)
  - UNE PRI Switch Port (trunk side)
  - UNE DID-capable Switch Port (trunk side)
  - UNE Message Trunk Port
  - UNE Dedicated DS0 Transport
  - UNE Dedicated DS1 Transport
  - UNE Dedicated DS3 Transport
  - Interconnect Trunks (DS0s, DS1s and DS3s,
  - Two-Way Trunking, Inbound Augments, separately)
  - Common Transport
  - ILNP
  - PNP
  - ILNP-to-LNP conversions
- Trouble Type
  - Inside (Central Office) Dispatch - Out of Service
  - Outside Dispatch - Out of Service
  - Inside Dispatch – Degraded Service
  - Outside Dispatch – Degraded Service
  - No Access or No Trouble Found
  - NXXs not loaded properly by ILEC
  - NXXs not loaded properly by party other than CLEC/ILEC
  - All Other Troubles
    - "Out of Service" means that the customer has no dial tone.
    - "Dispatch" means that ILEC repair personnel must be dispatched to a location outside an ILEC building (to customer premises or other off-site facilities) to resolve the trouble.
- Geographic Scope

- Company

Data Retained Relating to CLEC Experience

- Report Month
- CLEC Ticket #
- Ticket Submission Time
- Ticket Submission Date
- Ticket Completion Time
- Trouble Resolution Time
- Trouble Resolution Date
- Service Type
- WTN or CKTID (a unique identifier for elements combined in a service configuration)
- Trouble Type (see above)
- Geographic Scope

Data Retained Relating to ILEC Performance:

- Report month
- Average restoral interval
- Standard error for the average restoral interval
- Service type
- Trouble type (see above)
- Geographic scope
- Number of tickets
- Count of troubles
- Percent of repeat troubles
- Count of repeat troubles
- Number of service access lines

Appendix C: General
Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Interface type offered for each functional area (See Appendix A)
- Business Period (8:00AM to 8:00PM local time versus 8:00PM to 8:00AM, weekends and holidays)
- Pre-ordering query types (See Appendix A)
  - Due Date Reservation (if separate transaction from Appointment Scheduling)
  - Feature Function Availability
  - Facility Availability (if separate transaction from Feature/Function Availability)
  - Qualification of Loops for Advanced Digital Services
  - Street Address Validation
  - Service Availability Information (if separate transaction from Feature/Function Availability)
  - Appointment Scheduling
  - Customer Service Records
  - Telephone Number
  - PIC
  - Rejected or Failed Queries (regardless of type)
- Maintenance query types (See Appendix A)
  - Create (or confirm logging of) a Maintenance Request
  - Obtain Status
  - Obtain Test Results
  - Cancel Request
  - Rejected of Failed Queries (regardless of type)
  - Clearance Notification
  - Closure Notification
- Support center type
- Change Management Notifications
  - Type 1 – Changes to systems/processes that require immediate implementation to correct error conditions or other situations impacting normal day-to-day operations
  - Type 2 – Changes to systems/processes that are required to meet specific regulatory obligations
  - Type 3 – Changes to systems/processes for industry standard releases (such as upgrading from LSR 2 to LSR 3 as implemented in an EDI standard)
  - Type 4 – Changes to systems/processes that are related to upgrades and enhancements as well as preplanned maintenance changes that originate from ILEC
  - Type 5 -- Changes to systems/processes that are related to upgrades and enhancements that originate from CLEC
  - Category A – Changes which impact interfaces or interface operations
  - Category B – Changes which impact business processes
  - Final Documentation Associated with Change Management Notices (disaggregation required to extent intervals differ for when final documentation due after notice type)
- Software Problem Resolution
  - Software Problems with work-arounds
  - Software Problems without work-arounds

Data Retained Relating to CLEC Experience

All Reports

- Report month

System Availability

- Interface type (identifies each unique interface available to CLECs)
- Business period

- Scheduled hours available
- Actual hours available

Center Responsiveness
- Center identifier
- Center type
- Mean speed of answer
- Standard error for mean speed of answer
- Count of calls answered
- Count of calls abandoned

Average Response Interval for Real-time OSS Queries
- Query identifier (e.g., unique tracking number)
- Query receipt date by ILEC
- Query receipt time by ILEC
- Query type (per reporting dimension)
- Response return date
- Response return time

Data Retained Relating to ILEC Performance

All Reports
- Report month

System Availability
- Report Month
- Functionality Identification
- Business Period
- Percent Availability of Functionality

Center Responsiveness
- Center identifier
- Center type
- Means speed of answer
- Standard error for mean speed of answer
- Count of calls answered
- Count of calls abandoned

Average Response Interval for Real-time OSS Queries
- Interface Type
- Query Type (per reporting dimension)
- Mean response interval
- Query Count
- Standard error of the mean response interval

Appendix D: Billing

Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Type of record (end user or access) or Invoice (resale, UNE or interconnection services)

Data Retained Relating to CLEC Experience

All Reports

- Report month
- Record type or invoice type

Timeliness of Billing Record Delivery

- Mean delivery interval
- Standard error of delivery interval
- Number of messages or invoices delivered

Accuracy of Billing Records

- Number of records with errors
- Number of records delivered

Data Retained Relating to ILEC Performance

All Reports

- Report month
- Record type or invoice type

Timeliness of Billing Record Delivery

- Mean delivery interval
- Standard error of delivery interval
- Number of messages or invoices delivered

Accuracy of Billing Records

- Number of records with errors
- Number of records created

Appendix E: OS, DA & DL

Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Operator Services By Center
- Directory Assistance By Center
- Directory Listings By Directory

Data Retained Relating to CLEC Experience

- Month
- Type of Measurement (OS Calls, DA Calls or Directory Listing
- Center Identifier (or Directory ID for DL)
- Mean Speed of Answer (OS & DA only)
- Standard Error for Mean Speed of Answer (OS & DA only)
- Number of Calls Answered (OS & DA only)
- Directory Close Date (DL only)
- List Availability Date (DL only)

Data Retained Relating to ILEC Experience

- Month
- Type of Measurement (OS Calls, DA calls or Directory Listings)
- Center Identifier (or Directory ID for DL)
- Mean Speed of Answer (OS & DA only)
- Standard Error for Mean Speed of Answer (OS & DA only)
- Standard Error for Mean Speed of Answer (OS & DA only)
- Directory Close Date (DL only)
- Listing Availability Date (DL only)

Appendix F: Network Performance
Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Trunk Capacity Type (DSO, DS1, DS3, etc.)
- By Switch (Serving CLEC) and tandem for CLEC
- By Switch (Serving CLEC) and tandem for ILEC
- Company
- Geographic Scope
- Type of Reportable Incident: Disruption or Restoration

The following types of reportable incident should be reported on, but disaggregation by type (except disruption vs. restoration in total) is not necessary:

Switching (Local/Tandem):

- Complete loss of call processing capability from a switch (host/remotes) lasting 2 minutes or longer
- Network Incident (Loss of Dial Tone) affecting one thousand access lines
- Media Interest: Any interruption or outage that may cause public or news media attention

Transport:

EQUIPMENT AND/OR FACILITY FAILURES

- Local (200 or more working pairs affected, causing loss of dial tone)
- Toll/EAS (Isolation of an entire exchange) > 2 minutes
- Fiber (Any working fiber providing customer service that fails without protection) lasting > 2 minutes
- A transport equipment failure (E.G. DACS) > 2 minutes

BROADBAND

- Frame Relay (A failure of one or more channelized T1 carrier systems or two or more non-channelized T1 carrier systems)
- ATM (A failure of one OC3 or two DS3s)
- SMDS (A failure of one DS3 or four T1s)
- Packet Switching (Any failure of an access module (AM) or resource module (RM))

NARROWBAND

- 5 T1 carrier systems (within a switch)
- Fiber (Any working fiber providing customer service that falls without protection)
- Media Interest: Any interruption or outage that may cause public or news media attention

SS7:

- Loss of mated pair of STP or SCP > 2 minutes
- Media Interest: Any interruption or outage that may cause public or news media attention

Trunking:

- Loss of intra/interoffice calling lasting 2 minutes or longer (e.g. Toll and/or EAS)
- Media Interest: Any interruption or outage that may cause public or news media attention

911:

- A central office isolation from the E911 network for 2 minutes or longer
- Loss of 25% or more of the trunking capabilities from an E911 tandem to the PSAPs it serves for 2 minutes or longer (e.g. translations, trunking frame failure, etc.)
- A PSAP isolation from the E911 network for 2 minutes or longer (e.g. translations, trunking problems, etc.)
- A transport cable failure that isolates a central office from the E911 network; (Local switch to the E911 tandem) transport cable failure that isolates a PSAP from the E911 tandem; a transport cable failure that results in the loss of 25% or more of the trunks/circuits (aggregate from an E911 tandem to the PSAPs served by that Tandem; a transport equipment failure that isolates a central office from the E911 network; a transport equipment failure that isolates a

Public Safety Answering Point (PSAP) tandem; or a transport equipment failure that results in the loss of 25% or more of the trunks/circuits (aggregate) from an E911 tandem to the PSAPs served by that tandem

- Federal Government, equipment or facility affecting 5 or more military special communication, isolations of FAA location or air ground facilities, state and local agencies interruptions seriously affecting service to police, fire departments, hospitals, press, military, PBS's, etc.

Data Retained Relating to CLEC Experience

- Report Month
- By Switch (Serving CLEC) for CLEC
- Trunk Capacity Type
- Trunk Group Identifier
- Geographic Identifier
- Busy Hour and Day
- Calls Attempted
- Calls Blocked
- Type of Event
- Meantime to notify CLEC
- Number of Events

Data Retained Relating to ILEC Experience

- Report Month
- By Switch (Serving CLEC) for ILEC
- Trunk Capacity Type
- Trunk Group Identifier
- Geographic Identifier
- Busy Hour and Day
- Calls Attempted
- Calls Blocked
- Type of Event
- Mean Time to Detect Event
- Number of Events

Appendix G: Collocation Provisioning
Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Type of Collocation
  - Physical within CO (space available at time of request)
  - Physical within CO (space created in response to request)
  - Physical outside of CO (space available at time of request)
  - Physical outside of CO (space created in response to request)
  - Virtual
  - Backhauling to neighboring CO
  - Access to GR-303 compatible concentration equipment (leased UNE alternative)
  - Other alternatives to physical
  - Collocation Augments of cabling only
  - Collocation Augments involving cabling, space and powering.
- Geographic Scope

Data Retained Relating to CLEC Experience

- Report Month
- Request Identifier (e.g., unique tracking number)
- Date and Time of Request receipt by ILEC
- Request type (per reporting dimension)
- Response Date and Time
- Committed Delivery Date and Time
- Actual Delivery Date and Time
- Response Date and Time

Data Retained Relating to ILEC Experience

- Report Month
- Request Identifier
- Date and Time of Request Receipt by ILEC
- Response Date and Time
- Committed Delivery Date and Time
- Actual Delivery Date and Time
- Geographic scope

Appendix H: Database Updates

Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Database Type
  - E911/911 ALI, Selective Router
  - MSAG
  - LIDB
  - OS/DA
  - DL
  - NXX tables at CO for call completion and NXX routing
  - NXX tables at tandem for call completion and NXX routing

Data Retained Relating to CLEC Experience

- Report Month
- Database Type
- Update Submission Date
- Update Submission Time
- Update Completion Date
- Update Completion Time
- Reporting Dimension
- Geographic Scope

Data Retained Relating to ILEC Experience

- Report Month
- Database Type
- Mean Interval for Update
- Standard Error of Mean
- Number of Updates
- Number of Updates With Errors
- Geographic Scope

Appendix I: Ordering/Provisioning Benchmarks

Installation and FOC/LSRC Intervals

Measurement Description	MCIW Business Need	
	Installation Interval (In Business Days Unless Otherwise Noted)	**FOC/LSRC (In Business Days Unless Otherwise Noted)**
UNE-P/Resale	1	15 s (electronic); 4 hours (other)
INTERCONNECTION TRUNK		
DS0 1-10 lines DS0 11+ lines	5 10	2 2
DS1	10	2 days except SWB and Alltel in 2; GTE in 1
DS3 1-10 lines DS3 11+ lines	10 15	3 3
UNBUNDLED LOOP PROVISIONING		
2 and 4 Wire analog voice grade loop	3	1
2 Wire ISDN digital loop 4 Wire 56 of 64 Kbps digital loop ADSL – 2 Wire asymmetrical digital subscriber HDSL – 2 and 4 Wire high bit rate digital subscriber line loop	5 (1-5) 7 (6-14) ICB (15+) These intervals apply to each category at left.	2 (1-5) 2 (6-14) N/A (15+) These intervals apply to each category at left.
LOOP CONCENTRATION		
Loop channelization system	30	8
Central Office Channel Interfaces 2 and 4 wire	10	3
SUB LOOPS (OUTSIDE PLANT)		
Loop Feeder	30	7
Loop Concentration (dependent on equipment and right of way)	30	5
NETWORK INTERFACE DEVICE (NID)		
NID to NID Cross Connect 2 and 4 wire	3	1
NID to Spare Capacity	3	1
OPEN AIN (OAIN)		
OAIN tool kit	45	10
OAIN service management system	45	10
CCS7 SIGNALLING TRANSPORT SERVICE		
A and D-Link Signaling	30	5
STP – Signaling Transfer Point	30	5
Dedicated 2 and 4 wire voice grade	3	1
UNBUNDLED INTEROFFICE TRANSPORT		
Interoffice Transport and MUX: Analog line grade, DS0, DS1, DS3 and Dedicated 2 and 4 wire voice grade and Local channel dedicated DS1	20 for all	6 for all
Dark Fiber	ICB	N/A

Appendix I: Ordering/Provisioning Benchmarks

Measurement Description	MCIW Business Need	
	Installation Interval (In Business Days Unless Otherwise Noted)	FOC/LSRC (In Business Days Unless Otherwise Noted)
OS AND DA UNES		
Operator Call Processing – OPCH, FACH, BLV, EI, ECT and Facility based Inward Operator Services Directory Assistance: Access Service, Call Completion, Number Services Intercept, Transport, Database Service Direct Access to DA service	30 for all	7 for all
CUSTOMIZED CALL ROUTING (SELECTIVE ROUTING – LCC)		
1-5 LCC 6-25 LCC > 25 LCC	30 60 ICB	7 15 N/A
UNBUNDLED LOCAL SWITCHING		
2-Wire analog line port: 1 –25 2-Wire analog line port: 25+	3 ICB	2 N/A
Hunting Switching Functionality Unbundled Local Usage (entire local calling area)	3 3 3	1 1 1
2 Wire analog DID trunk port 2 Wire ISDN digital line side port 4 Wire ISDN DS1 digital trunk port	3 3 ICB	1 1 N/A
UNBUNDLED ACCESS TO OSS		
Preorder Ordering/Provisioning Maintenance/Repair	30 30 30	7 7 7
ACCESS TO DATABASES		
800 Database	10	3
Line Information Database (LIDB)	30	7
INTERIM NUMBER PORTABILITY		
Typical (<20 lines, paths, trunks)	6	2
Non-Typical	ICB	2
LOCAL NUMBER PORTABILITY		
Typical (<20 lines, paths, trunks) Non-Typical	5 ICB	2 2
COLLOCATION		
Physical Collocation	90 calendar days	N/A
Virtual	60 calendar days	N/A
Augments of cabling only.	30 calendar days	N/A
Augments of cabling, space, powering, etc.	60 calendar days	N/A

Attachment 10

Performance Measurements

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SERVICE PERFORMANCE MEASUREMENTS AND ENFORCEMENT MECHANISMS

1. SCOPE

This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

2. REPORTING

2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to MCIm in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.

2.2 BellSouth will make performance reports available to MCIm on a monthly basis. The reports will contain information collected in each performance category and will be available to MCIm through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to MCIm regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

3. MODIFICATIONS TO MEASUREMENTS

3.1 Service Quality Measurements

3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of MCIm. MCIm may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice

of all changes to the Service Quality Measurements via BellSouth's internet website.

3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

3.2 Enforcement Measurements and Statistical Test

3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B of this Attachment, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. However, BellSouth will not delete any Enforcement Measurement without prior written consent of MCIm. BellSouth will notify MCIm of any such modification or amendment to the Enforcement Measurements via BellSouth's internet website.

3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements and/or Statistical Test. BellSouth will make all such changes to the Enforcement Measurements and/or Statistical Test pursuant to Section of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements and/or Statistical Test, the parties will refer the dispute to the Commission.

4. ENFORCEMENT MECHANISMS

4.1 Purpose

This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and MCIm's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms. To the extent the FCC issues an order authorizing BellSouth to provide interLATA telecommunications service under section 271 of the Act that contains enforcement mechanisms that deviate from those contained herein, the BellSouth and MCIm agree to amend this Attachment to conform to the FCC's order.

4.2 Effective Date

Tier-1 Enforcement Mechanisms shall become effective in all BellSouth states upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications service under section 271 of the Act within any given state. Tier-2 and Tier-3 Enforcement Mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

4.3 Definitions

4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B, attached hereto and incorporated herein by this reference.

4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and MCIm where no analogous process, product or service is feasible. See Exhibit B.

4.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

4.3.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.

4.3.5 Cell is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to MCIm resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C.

4.3.6 Affected Volume means that proportion of the total MCIm volume or CLEC Aggregate volume for which remedies will be paid.

4.3.7 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as "diff" in the Statistical paper (See Exhibit C).

4.3.8 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to MCIm when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements *for* any month as calculated by BellSouth.

4.3.9 Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission ("Commission") or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in a quarter in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as calculated by BellSouth for a particular Enforcement Measurement Element.

4.3.10 Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance

services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.

4.4 Application

4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to MCIm.

4.4.2 Proof of damages resulting from BellSouth's failure to maintain Enforcement Measurement Compliance would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage. Liquidated damages under this provision are not intended to be a penalty.

4.5 Methodology

4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.

4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.

4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.

4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell for a particular Enforcement Measurement Element.

4.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.

4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.

4.6 Payment of Tier-1 and Tier-2 Amounts

4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to MCIm or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30^{th}) day following the due date of the performance measurement report for the month in which the obligation arose.

4.6.2 For each day after the due date that BellSouth fails to pay MCIm the required amount, BellSouth will pay interest to MCIm at the maximum rate permitted by state law.

4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional $1,000 per day.

4.6.4 If MCIm disputes the amount paid to MCIm for Tier-1 Enforcement Mechanisms, MCIm shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide MCIm

written findings within thirty (30) days after receipt of the claim. If BellSouth determines MCIm is owed additional amounts, BellSouth shall pay MCIm such additional amounts within thirty (30) days after its findings along with interest paid at the maximum rate permitted by law.

4.6.5 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

4.7 Limitations of Liability

4.7.1 BellSouth will not be responsible for MCIm acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide MCIm with reasonable notice of such acts or omissions and provide MCIm any such supporting documentation.

4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by MCIm that is in bad faith.

4.7.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by MCIm that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by MCIm that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment; or any occurrence that results from an incident reasonably related to the Y2K problem.

4.7.4 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. MCIm will not oppose any effort by BellSouth to set off Tier-2

Enforcement Mechanisms from any additional assessment imposed by the Commission.

4.7.5 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to MCIm shall release BellSouth for any liability associated with or related to the service performance measurement for the month for which the Enforcement Mechanisms was paid to MCIm.

4.7.6 MCIm acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and MCIm. Therefore, MCIm may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

4.8 Enforcement Mechanism Caps

4.8.1 BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at $625M per year for the entire BellSouth region as set forth below.

AL - $54M	MS - $44M
FL - $122M	NC - $77M
GA - $131M	SC - $47M
KY - $34M	TN - $57M
LA - $59M	
Regional Total - $625M	

4.8.2 If BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, MCIm may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. MCIm shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

4.9 Dispute Resolution

4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations

pursuant to this Attachment shall be resolved by the Commission.

EXHIBIT A

PRE-ORDERING - OSS

Report/Measurement :	
Average OSS Response Time and Response Interval	
Definition:	
Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs).	
Exclusions:	
None	
Business Rules:	
The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy during the reporting period and dividing by the total number of legacy requests for that day X 100. The response interval starts when the client application (LENS or TAG for CLECs and RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period, which take less than 2.3 seconds and the number, which take more than 6 seconds are also captured.	
Level of Disaggregation:	
RSAG – Address (Regional Street Address Guide- Address) - stores street address information used to validate customer addresses RSAG – TN (Regional Street Address Guide- Telephone Number) – contains information about facilities available and telephone numbers working at a given address. ATLAS (Application for Telephone Number Load Administration and Selection) - acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BST service reps to select and reserve telephone numbers. COFFI (Central Office Feature File Interface) - stores information about product and service offerings and availability. DSAP (DOE Support Application) – provides due date information. HAL (Hands-Off Assignment Logic) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BST servers, including LENS, access to legacy systems. P/SIMS (Product/Services Inventory Management System) – provides information on capacity, tariffs, inventory and service availability. OASIS (Obtain Available Services Information Systems) - Information on feature and rate availability.	
Calculation:	
Σ[(Date & Time of Legacy Response) – (Date & Time of Request to Legacy)] / (Number of Legacy Requests During the Reporting Period) X 100	
Report Structure:	
Not CLEC Specific Not product/service specific Regional Level	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month Legacy Contract (per reporting dimension) Response Interval Regional Scope	Report Month Legacy Contract (per reporting dimension) Response Interval Regional Scope
Retail Analog/Benchmark	
CLEC Average Response Intervals is comparable to BST Average Response Interval	

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TEN	Address	x	X	x	x
RSAG	RSAG-ADDR	Address	x	X	x	x
ATLAS	ATLAS-TN	TN	x	X	x	x
DSAP	DSAPDDI	Schedule	x	X	x	x
CRIS	CRSACCTS	CSR	x	X	x	x
OASIS	OASISBSN	Feature/Service	x	X	x	x
OASIS	OASISCAR	Feature/Service	x	X	x	x
OASIS	OASISLPC	Feature/Service	x	X	x	x
OASIS	OASISMTN	Feature/Service	x	X	x	x
OASIS	OASISBIG	Feature/Service	x	X	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	X	x	x
RSAG	RSAG-ADDR	Address	x	X	x	x
ATLAS	ATLAS-TN	TN	x	X	x	x
DSAP	DSAPDDI	Schedule	x	X	x	x
HAL	HAL/CRIS	CSR	x	X	x	x
COFFI	COFFI/USOC	Feature/Service	x	X	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	X	x	x

LEGACY SYSTEM ACCESS TIMES FOR TAG

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	X	x	x
RSAG	RSAG-ADDR	Address	x	X	x	x
ATLAS	ATLASTN	TN	x	X	x	x
DSAP	DSAPDDI	Schedule	x	X	x	x
HAL	HAL/CRIS	CSR	x	X	x	x

CRIS	CRSEINIT	CSR	x	X	x	x
CRIS	CRSECSR	CSR	x	X	x	x

PRE-ORDERING - OSS

Report/Measurement:	
OSS Interface Availability	
Definition:	
Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured	
Exclusions:	
None	
Business Rules:	
This measurement captures the availability percentages for the BST systems, which are used by CLECs during Pre-Ordering functions. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.	
Level of Disaggregation:	
Regional Level	
Calculation:	
(Functional Availability) / (Scheduled Availability) X 100	
Report Structure:	
Not CLEC Specific Not product/service specific Regional Level	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
Report Month Legacy contract type (per reporting dimension) Regional Scope	Report Month Legacy contract type (per reporting dimension) Regional Scope
Retail Analog/Benchmark:	
CLEC OSS Interface Availability is comparable to BST OSS Interface Availability	

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x
TAG	x

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Summary)
Definition:
The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual intervention
Exclusions:
Fatal Rejects Auto Clarification Manual Fallout CLEC System Fallout Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale and Unbundled Network Elements (UNE), and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout. Definitions: Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject. Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification. Manual Fallout: errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout. Complex services* Expedites (requested by the CLEC) Special pricing plans Denials-restore and conversion, or disconnect and conversion orders Partial migrations Class of service invalid in certain states with some types of service New telephone number not yet posted to BOCRIS Low volume such as activity type "T" (move) Pending order review required More than 25 business lines Restore or suspend for UNE combos Transfer of calls option for the CLEC's end users CSR inaccuracies such as invalid or missing CSR data in CRIS * Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. Total System Fallout: Errors that require manual review by the LCSC to determine if the error is

caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.

ORDERING – (Percent Flow Through Service Requests (Summary) – Continued)

Calculation:

Percent Flow Through Service Requests = Σ[(Total number of valid service requests that flow-through to SOCS)] / (Total number of valid service requests delivered to SOCS) X 100

Description:
Percent Flow Through = (The total number of LSRs that flow through LESOG to the SOCS) / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that fall out for manual processing) + (the number of LSRs that are returned to the CLEC for clarification) + (the number of LSRs that contain errors made by CLECs)] X 100.

Report Structure:

- CLEC Aggregate
  - Region

Level of Disaggregation:

- Geography
  - Region
- Product (Under Development)
  - Residence
  - Business
  - UNE
  - Special

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
Report month • Total number of LSRs received, by interface, by CLEC: ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC: ➢ Fatal rejects ➢ Total fallout for manual processing ➢ Auto clarification ➢ CLEC caused system fallout • Total number of errors by error code	Report month • Total number of errors by type: ➢ BST system error

Retail Analog/Benchmark:

CLEC Flow Through/benchmark comparison (Under Development)

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Detail)
Definition:
A detailed list by CLEC of the percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual or human intervention.
Exclusions:
• Fatal Rejects • Auto Clarification • Manual Fallout • CLEC System Fallout • Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE) and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout. Definitions: Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject. Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification. Manual Fallout: errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout: 1. Complex services* 2. Expedites (requested by the CLEC) 3. Special pricing plans 4. Denials-restore and conversion, or disconnect and conversion orders 5. Partial migrations 6. Class of service invalid in certain states with some types of service 7. New telephone number not yet posted to BOCRIS 8. Low volume such as activity type "T" (move) 9. Pending order review required 10. More than 25 business lines 11. Restore or suspend for UNE combos 12. Transfer of calls option for the CLEC's end users 13. CSR inaccuracies such as invalid or missing CSR data in CRIS *Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.

ORDERING – (Percent Flow Through Service Requests (Detail) – Continued)

Calculation:

Percent Flow Through Service Requests = (Total number of valid service requests that flow-through to SOCS) / (Total number of valid service requests delivered to SOCS) X 100

Description:
Percent Flow Through = The total number of LSRs that flow through LESOG to SOCS / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that fall out for manual processing + the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100.

Report Structure:

- Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:
  - CLEC (by alias designation)
  - Number of fatal rejects
  - Mechanized interface used
  - Total mechanized LSRs
  - Total manual fallout
  - Number of auto clarifications returned to CLEC
  - Number of validated LSRs
  - Number of BST caused fallout
  - Number of CLEC caused fallout
  - Number of Service Orders Issued
  - Base calculation
  - CLEC error excluded calculation

Level of Disaggregation:

- CLEC Specific (by alias designation to protect CLEC specific proprietary data)
- Geographic:
  - Region
- Product (Under development)
  - Residence
  - Business
  - UNE
  - Special

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE

REPORT MONTH
• Total number of LSRs received, by interface, by CLEC
  ➢ TAG
  ➢ EDI
  ➢ LENS
• Total number of errors by type, by CLEC
  ➢ Fatal rejects
  ➢ Total fallout for manual processing
  ➢ Auto clarification
  ➢ CLEC errors
• Total number of errors by error code
	REPORT MONTH
	• **Total number of errors by type:**
	  ➢ BST system error

Retail Analog/Benchmark:
CLEC Flow Through/benchmark comparison (Under development)

ORDERING

Report/Measurement:	
Flow Through Error Analysis	
Definition:	
An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through to SOCS.	
Exclusions:	
Each Error Analysis is error code specific; therefore exclusions are not applicable.	
Business Rules:	
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to provisioning SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). This measurement captures the total number of errors by type. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
Calculation:	
Σ Of errors by type.	
Report Structure:	
• Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following: ➢ Error Type (by error code) ➢ Count of each error type ➢ Percent of each error type ➢ Cumulative percent ➢ Error Description ➢ CLEC Caused Count of each error code ➢ Percent of aggregate by CLEC caused count ➢ Percent of CLEC by CLEC caused count ➢ BST Caused Count of each error code ➢ Percent of aggregate by BST caused count ➢ Percent of BST by BST caused count	
Level of Disaggregation:	
Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
REPORT MONTH • Total number of LSRs received • Total number of errors by type (by error code) ➢ CLEC caused error	REPORT MONTH • Total number of errors by type (by error code) ➢ BST system error
Retail Analog/Benchmark:	
Not Applicable	

Attachment
BellSouth Flow-through Analysis
For CLECs LSRs placed via EDI or TAG

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
1	Flat Rate/Residence	Yes	No	No	no	
2	Flat Rate/Business	Yes	No	No	no	
3	Pay Phone Provider	No	No	No	no	
4	Measured Rate/Res.	Yes	No	No	no	
5	Measured Rate/Bus.	Yes	No	No	no	
6	Area Plus	Yes	No	No	no	
7	Package/Complete Choice and area plus	Yes	No	No	no	
8	Optional Calling Plan	Yes	No	No	no	
9	Ga. Community Calling	Yes	No	No	no	
10	Call Waiting Deluxe	Yes	No	No	no	
11	Call Waiting	Yes	No	No	no	
12	Caller ID	Yes	No	No	no	
13	Speed Calling	Yes	No	No	no	
14	3 Way Calling	Yes	No	No	no	
15	Call Forwarding-Variable	Yes	No	No	no	
16	Remote Access to CF	Yes	No	No	no	
17	Enhanced Caller ID	Yes	No	No	no	
18	Memory Call	Yes	No	No	no	
19	Memory Call Ans. Svc.	Yes	No	No	no	
20	MTS	Yes	No	No	no	
21	RCF	Yes	No	No	no	
22	Ringmaster	Yes	No	No	no	
23	Call Tracing	Yes	No	No	no	
24	Call Block	Yes	No	No	no	
25	Repeat Dialing	Yes	No	No	no	
26	Call Selector	Yes	No	No	no	
27	Call Return	Yes	No	No	no	
28	Preferred Call Forward	Yes	No	No	no	
29	Touchtone	Yes	No	No	no	
30	Visual Director	Yes	No	No	no	
31	INP (all types?)	Yes	UNE	No	no	
32	Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	Yes-designed, no-non-designe	

					d	
33	2 wire analog port	Yes	UNE	No	no	
34	Local Number Portability (always?)	Yes	UNE	No	no	
35	Accupulse	No	Yes	Yes	yes	See note at bottom of matrix.
36	Basic Rate ISDN	No	Yes	Yes	yes	LSR electronically submitted; no flow through

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
37	DID	No*	Yes	Yes	Yes	* yes with OSS'99
38	Frame Relay	No	Yes	Yes	yes	
39	Megalink	No	Yes	Yes	yes	
40	Megalink-T1	No	Yes	Yes	yes	
41	Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	yes	
42	Pathlink Primary Rate ISDN	No	Yes	Yes	yes	
43	Synchronet	No	Yes	Yes	yes	LSR electronically submitted; no flow through
44	PBX Trunks	No	Yes	Yes	Yes	LSR electronically submitted; no flow through
45	LightGate	No	Yes	Yes	yes	
46	Smartpath	No	Yes	Yes	yes	
47	Hunting	No	Yes	No	no	LSR electronically submitted; no flow through
48	CENTREX	No	Yes	Yes	no	
49	FLEXSERV	No	Yes	Yes	yes	
50	Multiserv	No	Yes	Yes	yes	
51	Off-Prem Stations	No	Yes	Yes	yes	
52	SmartRING	No	Yes	Yes	yes	
53	FX	No	Yes	Yes	yes	
54	Tie Lines	No	Yes	Yes	Yes	
55	WATS	No	Yes	Yes	yes	
56	4 wire analog voice grade loop	No	UNE	Yes	yes-designed, no-non-designed	
57	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
58	2 wire ISDN digital loop	No	UNE	Yes	yes	
59	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
60	ADSL	No*	UNE	Yes	yes	* yes as of OSS'99?
61	HDSL	No	UNE	Yes	yes	
62	2 wire analog DID trunk port	No	UNE	Yes	Yes	
63	2 wire ISDN digital line side port	No	UNE	Yes	yes	
64	4 wire ISDN DSI	No	UNE	Yes	yes	

	digital trunk ports					
65	UNE Combinations	y-loop + port	UNE	Yes	yes	
66	Directory Listings (simple)	No*	UNE	Yes	no	* yes as of OSS'99

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
67	Directory Listings (complex)	No*	UNE	Yes	no	* yes as of OSS'99, captions and indentions
68	ESSX	No	Yes	Yes	no	

Note for last column: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, for denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. gov't, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T = move, pending order review required, more than 25 business lines, restore or suspend for UNE combos, transfer of calls option for CLEC end user – fixed with release 6.0, new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.

ORDERING

Report/Measurement:
Percent Rejected Service Requests
Definition:
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.
Exclusions:
Service Requests canceled by the CLEC prior to being rejected/clarified.
Business Rules:
Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, TAG, LEO, LESOG) and is returned to the CLEC. There are two types of "Rejects" in the Mechanized category: • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC before it is considered an LSR. • An Auto Clarification is a valid LSR, which is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy. Partially Mechanized: A valid LSR, which is electronically submitted (via EDI or TAG), but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and (rejected) sent back to the CLEC. Total Mechnized: Combination of Fully Mechnized and Partially Mechanized LSRs. Non Mechanized: An LSR which is faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative. LNP: Under Development
Calculation
Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month.
Report Structure:
• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • State and Region • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• Resale Residence • Resale Business • Resale Specials • UNE • UNE Loop with NP • Other • Trunks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region	• Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region
RETAIL ANALOG/BENCHMARK:	
BENCHMARK IS UNDER DEVELOPMENT. RETAIL ANALOG ALSO UNDER DEVELOPMENT.	

ORDERING

Report/Measurement:
Reject Interval
Definition:
Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.
Exclusions:
Service Requests canceled by CLEC prior to being rejected/clarified
Business Rules:
• Fully Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until the LSR is rejected (date and time stamp of reject in LEO). Fatal Rejects and Auto Clarifications are considered in the Fully Mechanized category. • Partially Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LEO. • Total Mechanized Combination of Fully Mechanized and Partially Mechanized LSRs. • Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp from FAX stamp) until notice of the reject is returned to the CLEC via LON. • LNP: Under development.
Calculation:
Reject Interval = Σ[(Date and Time of Service Request Rejection) – (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period)
Report Structure:
• CLEC Specific • CLEC Aggregate • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized, Trunks
Level of Disaggregation:
• Product Reporting Levels ➢ Interconnection Trunks ➢ Resale – Residence ➢ **Resale – Business** ➢ Resale – Design ➢ UNE Design ➢ UNE Non- Design ➢ UNE Loop with and w/o NP • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission

Order • Mechanized: 0-4 minutes, 4-8 minutes, 8-12 minutes, 12-60 minutes, 0-1 hour 1-8 hours, 8-24 hours, >24 hours. • Non-mechanized: 0-1 hour, 1-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours >24 hours • Average Interval in Days. • Trunks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Reject Interval • Total Number of LSRs • Total number of Errors • State and Region	• Report Month • Reject Interval • Total number of LSRs • Total number of Errors • State and Region

Retail Analog/Benchmark:
Benchmark is under development. Retail Analog also under development.

ORDERING

Report/Measurement:
Firm Order Confirmation Timeliness
Definition:
Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a firm order confirmation.
Exclusions:
• Rejected LSRs • Partially Mechanized or Non-Mechanized LSRs received and/or FOCd outside of normal business hours.
Business Rules:
• Mechanized - The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed and appropriate service orders are generated in SOCS. • Partially Mechanized – The elapsed time from receipt of a valid electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS. • Total Mechanized - Combination of Fully Mechanized and Partially Mechanized LSRs • Non-Mechanized - The elapsed time from receipt of a valid LSR (fax receive date and time stamp) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS. • LNP – Under development.
Calculation:
Firm Order Confirmation Timeliness = Σ[(Date and Time of Firm Order Confirmation) – (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period)
Report Structure:
• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• Product Reporting Levels ➢ Interconnection Trunks ➢ Resale – Residence

- **Resale – Business**
- Resale – Design
- UNE Design
- UNE Non- Design
- UNE Loop with and w/o NP
- Trunks

- Geographic Scope
  - State, Region and further geographic disaggregation (MSA) as required by State Commission Order
- Mechanized: 0-15 minutes, 15-30 minutes, 30-45 minutes, 45-60 minutes, 60-90 minutes, 90-120 minutes, 120-240 minutes, 4-8 hours, 8-12 hours, 12-16 hours 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours.
- Non-mechanized: 0-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours.
- Trunks: 0-5 days, 6-8 days, 9-11 days, 12-14 days, 15-17 days, 18-20 days, > 20 days
- < 10 and > 10 Circuits/Lines
- Average Interval in Days.

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Interval for FOC • Total number of LSRs • State and Region	• Report Month • Interval for FOC • Total Number of LSRs • State and Region
Retail Analog/Benchmark:	
Benchmark is under development. Retail Analog also under development.	

ORDERING

Report/Measurement:	
Speed of Answer in Ordering Center	
Definition:	
Measures the average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call.	
Calculation:	
(Total time in seconds to reach the LCSC) / (Total Number of Calls) in the Reporting Period.	
Report Structure:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.)	
Level of Disaggregation:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.)	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BST Retail center support systems
Retail Analog/Benchmark:	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices.	

PROVISIONING

Report/Measurement:
Mean Held Order Interval & Distribution Intervals
Definition:
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Exclusions:
• Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days. Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).
Calculation:
Mean Held Order Interval: (Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date. Held Order Distribution Interval: (# of Orders Held for 90 days) / (Total # of Orders Pending But Not Completed) X 100 (# of Orders Held for 15 days) / (Total # of Orders Pending But Not Completed) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
• Product Reporting Levels ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development)

- Combos (Under development)
- NP (Under development as separate category)
- Local Interconnection Trunks

- Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING – (Mean Held Order Interval & Distribution Intervals – Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET ID) • Committed Due Date (DD) • Service Type(CLASS SVC DESC) • Hold Reason • Total line/circuit count (under development) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (under development at this time)	

PROVISIONING

Report/Measurement:

Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice

Definition:

When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.

Exclusions:

- Any order canceled by the CLEC will be excluded from this measurement
- Orders held for CLEC end user reasons
- Orders submitted to BST through non-mechanized methods

Business Rules:

When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.

Calculation:

Average Jeopardy Interval = [(Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders Notified of Jeopardy in Reporting Period).
Percent of Orders Given Jeopardy Notice = [(Number of Orders Given Jeopardy Notices in Reporting Period) / (Number of Orders Confirmed (due) in Reporting Period)

Report Structure:

- CLEC Specific and CLEC Aggregate
- BST Aggregate (under development with estimated release date of 8/15/99 for June reporting)

Level of Disaggregation:

- Product Reporting Levels
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)
  - NP (Under development as separate category)
  - Local Interconnection Trunks
  - Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

DATA RETAINED RELATING TO CLEC EXPERIENCE

- Report Month
- CLEC Order Number and PON
- Date and Time Jeopardy Notice sent
- Committed Due Date
- Service Type

DATA RETAINED RELATING TO BST EXPERIENCE

- Report Month
- CLEC Order Number and PON
- Date and Time Jeopardy Notice sent
- Committed Due Date
- Service Type

NOTE: Code in parentheses is the corresponding header found in the raw data file.	NOTE: Code in parentheses is the corresponding header found in the raw data file.
Retail Analog/Benchmark:	
Retail Analog	

PROVISIONING

Report/Measurement:
Percent Missed Installation Appointments
Definition:
"Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D) & From (F) orders
Business Rules:
Percent Missed Installation Appointments (MA) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are, requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.
Calculation:
Percent Missed Installation Appointments = (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user and End User MA represents the percentage of orders missed by the end user.
Level of Disaggregation:

- Reported in categories of <10 line/circuits; > 10 line/circuits
- Dispatch / No Dispatch
- Product Reporting Levels
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)
  - NP (Under development as separate category)
  - Local Interconnection Trunks
  - Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING (Percent Missed Installation Appointments – Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (under development at this time)	

PROVISIONING

Report/Measurement :

Average Completion Interval (OCI) & Order Completion Interval Distribution

Definition:

The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services
- (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules:

The actual completion interval is determined for each order processed during the reporting period. The Completion interval is the elapsed time from when the order is electronically entere into SOCS after the FOC on a CLEC order, or the date time stamp receipt into SOCS by BST on retail orders to the order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed

Calculation :

Average Completion Interval:

[(Completion Date & Time) - (Order Issue Date & Time)] / Σ (Count of Orders Completed in Reporting Period)

Order Completion Interval Distribution:

Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, 30+
- All Levels are reported < 10 line/circuits; > 10 line/circuits
- Product Reporting Levels
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)

- Local Transport (Under development)
- Combos (Under development)
- NP (Under development as separate category)
- Local Interconnection Trunks
- Geographic Scope
- State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING –
(Average Completion Interval (OCI) & Order Completion Interval Distribution - Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET ID) • Completion Date (CMPLTN DT) • Service Type (CLASS SVC DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
RETAIL ANALOG/BENCHMARK	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-Retail Analog (under development at this time)	

PROVISIONING

Report/Measurement:
Average Completion Notice Interval
Definition:
The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.
Exclusions:
• Non-mechanized Orders • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • D & F orders
Business Rules:
Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC by telephone the work was complete and then he enters the completion information and completion time in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically.
Calculation:
Σ (Date and Time of Notice of Completion) – (Date and Time of Work Completion) / (Number of Orders Completed in Reporting Period)
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate (in development-expected release date 08/15/99 reporting)
Level of Disaggregation:
• Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval • Reported in categories of <10 line/circuits; > 10 line/circuits • Product Reporting Levels ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING – (Average Completion Notice Interval- Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• • Report Month • Service Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.
Retail Analog/Benchmark:	
Retail Analog	

PROVISIONING

Report/Measurement:

Coordinated Customer Conversions

Definition:

This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without NP, and where the CLEC has requested BST to provide a coordinated cutover.

Exclusions:

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop

Business Rules:

Where the service order includes NP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.

Calculation:

[(Completion Date and Time for Cross Connection of an Unbundled Loop)- (Disconnection Date and Time of an Unbundled Loop)] / Total Number of Unbundled Loop Items for the reporting period.

Report Structure:

- CLEC Specific
- CLEC Aggregate
-

Level of Disaggregation:

- Reported in intervals < = 5 minutes; >5, <15 minutes; >15 minutes, plus Overall Average interval
- Product Reporting Levels
  - UNE Loops without NP
  - UNE Loops with NP
- Geographic Scope
  - State, Region, and further geographic disaggregation as required by State Commission Order

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS SVC DESC) • Cutover Start Time • Cutover Completion time • Portability start and completion times (NP Orders) • Total Items NOTE: Code in parentheses is the corresponding header found in the raw data file.	• No BST Analog Exists

Retail Analog/Benchmark:

There is no retail analog for this measurement because it measures cutting loops to the CLEC.

Benchmark under development.

PROVISIONING

Report/Measurement:

% Provisioning Troubles within 30 days of Service Order Activity

Definition:

Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)
- D & F orders

Business Rules:

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Calculation:

% Provisioning Troubles within 30 days of Service Order Activity = (Trouble reports on all completed orders 30 days following service order(s) completion) / (All Service Orders completed in the calendar month) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reported in categories of < 10 line/circuits; > 10 line/circuits
- Dispatch / No Dispatch
- Product Reporting Levels
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)
  - NP (Under development as separate category)
  - Local Interconnection Trunks
  - Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING – (% Provisioning Troubles within 30 days of Service Order Activity – Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON • Order Submission Date(TICKET ID) • Order Submission Time (TICKET ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (Under Development at this time)	

PROVISIONING

Report/Measurement :

Total Service Order Cycle Time (TSOCT) (under development 3Q99)

Definition:

This is a new measurement under development to measure the total service order cycle time from receipt of a valid service order request to the completion of the service order.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services
- (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.

Business Rules:

The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.
This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed

Calculation :

Total Service Order Cycle Time
(under development)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- ISDN Orders included in Non Design - GA Only
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Intervals under development
- Product Reporting Levels
  - Interconnection Trunks
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)

- NP (Under development as separate category)
- Local Interconnection Trunks
- Geographic Scope
- State, Region and further geographic disaggregation as required by State Commission Order

PROVISIONING – (Total Service Order Cycle Time (TSOCT) – Continued

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET ID) • Completion Date (CMPLTN DT) • Service Type (CLASS SVC DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • -Service Type • Geographic Scope
Retail Analog/Benchmark	
Under development (BST retail analog available at this time would be Average Completion Interval)	

MAINTENANCE & REPAIR

Report/Measurement:
Missed Repair Appointments
Definition:
The percent of trouble reports not cleared by the committed date and time.
Exclusions:
• Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.
Business Rules:
The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.
Calculation:
Percentage of Missed Repair Appointments =Σ (Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time) / Σ (Total Trouble reports closed in Reporting Period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
ISDN Troubles included in Non-Design – GA ONLY • Product Reporting Levels ➢ POTS – Residence, Business ➢ Design ➢ PBX, CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non Design) ➢ UNE Other (Design and Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Company Name • Submission Date & Time (TICKET ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

MAINTENANCE & REPAIR – (Missed Repair Appointments – Continued)

Retail Analog/Benchmark
CLEC Residence-Resale / BST Residence-Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time.)

MAINTENANCE & REPAIR

Report/Measurement:

Customer Trouble Report Rate

Definition:

Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.

Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with administrative service.
- Customer provided Equipment (CPE) troubles or CLEC equipment troubles.

Business Rules:

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination of existing for the CLEC's and BST respectively at the end of the report month.

Calculation:

Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate.

Level of Disaggregation:

ISDN Troubles included in Non Design – GA Only

- Product Reporting Levels
  - POTS Residence and Business
  - Design
  - PBX, CENTREX, and ISDN
  - UNE 2 Wire Loop (Design and Non – Design)
  - UNE Loop Other (Design and Non – Design)
  - UNE Other (Design and Non – Design)
  - Switching , Local Transport, and Combos (under development)
  - Local Interconnection Trunks
- Dispatch/No Dispatch categories applicable to all product levels
- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope	• Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the

NOTE: Code in parentheses is the corresponding header found in the raw data file.	**end of period** • **Geographic Scope**

MAINTENANCE & REPAIR – (Customer Trouble Report Rate – Continued)

Retail Analog/Benchmark:
CLEC Residence-Resale / BST Residence -Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time)

MAINTENANCE & REPAIR

Report/Measurement:

Maintenance Average Duration

Definition:

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions:

- Trouble reports canceled at the CLEC request
- BST trouble reports associated with administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles.
- Trouble reports greater than 10 days

Business Rules:

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored (when the technician completes the trouble ticket on his/her CAT or work system).

Calculation:

Maintenance Average Duration = Σ(Date and Time of Service Restoration) – (Date and Time Trouble Ticket was Opened) / Σ(Total Closed Troubles in the reporting period)

Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

Level of Disaggregation:

ISDN Troubles included in Non Design – GA Only

- Product Reporting Levels
  - POTS– Residence and Business
  - Design
  - PBX, CENTREX, and ISDN
  - UNE 2 Wire Loop (Design Non – Design)
  - UNE Loop Other (Design Non – Design)
  - UNE Other (Design Non – Design)
  - Switching, Local Transport and Combos (under development)
  - Local Interconnection Trunks
- Dispatch/No Dispatch categories applicable to all product levels
- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

MAINTENANCE & REPAIR – (Maintenance Average Duration – Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Total Tickets (LINE NBR) • CLEC Company Name • Ticket Submission Date & Time (TIME ID) • Ticket Completion Date (CMPLTN DT • Service Type (CLASS SVC DESC) • Disposition and Cause (CAUSE CD & CAUSE DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket submission Time • Ticket completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non – Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence-Resale / BST Residence-Resale CLEC Business-Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail CLEC Trunking-Resale /BST Trunking-Retail UNEs - Retail Analog (under development at this time)	

MAINTENANCE & REPAIR

Report/Measurement:

Percent Repeat Troubles within 30 Days

Definition:

Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.

Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules:

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

Calculation:

Percentage of Missed Repair Appointments = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports Closed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

ISDN Troubles included in Non Design – GA Only

- Product Reporting Levels
  - POTS Residence and Business
  - Design
  - PBX, CENTREX and ISDN
  - UNE 2 Wire Loop (Design and Non – Design)
  - UNE Loop Other (Design and Non – Design)
  - UNE Other (Design Non – Design)
  - Switching, Local Transport and Combos (under development)
  - Local Interconnection Trunks
- Dispatch/No Dispatch categories applicable to all product levels
- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Total Tickets (LINE NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET ID) • Ticket Completion Date (CMPLTN DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT REPEAT) • Service Type • Disposition and Cause (CAUSE CD & CAUSE DESC) • Geographic Scope NOTE: Code parentheses is the corresponding header format found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

MAINTENANCE & REPAIR – (Percent Repeat Troubles within 30 Days - Continued)

Retail Analog/Benchmark:
CLEC Residence-Resale / BST Residence-Retail
CLEC Business- Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time)

MANTENANCE & REPAIR

Report/Measurement:
Out of Service (OOS) > 24 Hours
Definition:
For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service.)
Exclusions:
• Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.
Business Rules:
Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.
Calculation:
Out of Service (OOS) > 24 hours = (Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100
Report Structure:
• CLEC Specific • BST Aggregate • CLEC Aggregate.
Level of Disaggregation:
ISDN Troubles included in Non Design – GA Only • Product Reporting Levels ➢ POTS Residence and Business ➢ Design ➢ PBX and CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design and Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

MANTENANCE & REPAIR – (Out of Service (OOS) > 24 Hours – Continued)

Retail Analog/Benchmark:
• CLEC Residence-Resale / BST Residence- Retail • CLEC Business- Resale / BST Business-Retail • CLEC Design-Resale / BST Design-Retail • CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail • CLEC Trunking-Resale /BST Trunking- Retail • UNEs Retail Analog (under development at this time.)

MAINTENANCE & REPAIR

Report/Measurement:	
OSS Interface Availability	
Definition:	
The percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BST interface systems and for the legacy systems accessed by them are captured.	
Exclusions:	
None	
Business Rules:	
This measure is designed to compare the OSS availability versus scheduled availability of BST's legacy systems.	
Calculation:	
OSS Interface Availability = (Actual System Functional Availability) / (Actual planned System Availability) X 100	
Report Structure:	
• CLEC Aggregate • BST Aggregate • BST/CLEC	
Level of Disaggregation:	
Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Availability of CLEC TAFI • Availability of LMOS HOST, MARCH and SOCS • CRIS, PREDICTOR, LNP, and OSPCM (under development at this time)	• Availability of BST TAFI • Availability of LMOS HOST, MARCH and SOCS
Retail Analog/Benchmark:	
Parity by design; Retail Analog	

MAINTENANCE & REPAIR

Report/Measurement:	
OSS Response Interval and Percentages	
Definition:	
The response intervals are determined by subtracting the time a request is received on the BST side of the interface until the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.	
Exclusions:	
Queries received during scheduled system maintenance time.	
Business Rules:	
This measure is designed to monitor the time required for the CLEC and BST interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received and the clock stops when the response has been transmitted through that same point to the requester.	
Calculation:	
OSS Response Interval = (Query Response Date and Time for Category "X") - (Query Request Date and Time for Category "X") / (Number of Queries Submitted in the Reporting Period) where, "X" is 0-4, > 4 to 10, > 10, > 30 seconds.	
Report Structure:	
• CLEC • BST Residence • BST Business (BST Total is under development at this time) by interface for each legacy system and function as appropriate.	
Level of Disaggregation:	
Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• CLEC Transaction Intervals	• BST Business and Residence transaction Intervals
Retail Analog/Benchmark:	
Retail Analog Audit Verification	

MAINTENANCE & REPAIR

Report/Measurement:	
Average Answer Time – Repair Centers	
Definition:	
This measure demonstrates an average response time for the CLEC representative to contact a BST representative. The average time a CLEC Rep is in queue waiting for the LCSC or UNE Center Rep to answer.	
Exclusions:	
None	
Business Rules:	
This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call.	
Level of Disaggregation:	
Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
Calculation:	
Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)	
Report Structure:	
• CLEC Aggregate • BST/CLEC Aggregate	
DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• CLEC Average Answer Time	• BST Average Answer Time
Retail Analog/Benchmark:	
Retail Analog Audit Verification	

BILLING

Report/Measurement:	
Invoice Accuracy	
Definition:	
This measure provides the percentage accuracy of the billing invoices rendered to CLECs during the current month.	
Exclusions:	
• Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer).	
Business Rules:	
The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. This bill verification process draws from a mix of different customer billing options and types of service. An end-to-end process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.	
Calculation:	
Invoice Accuracy = (Total Billed Revenues during current month) – (Billing Related Adjustments during current month) / Total Billed Revenues during current month X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation :	
• Product / Invoice Type ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope ➢ Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Report Month • Invoice Type ➢ • Total Billed Revenue • Billing Related Adjustments	• Report Month • Invoice Type ➢ CRIS ➢ CABS • Total Billed Revenue • Billing Related Adjustments
Retail Analog/Benchmark	
Retail Analog	

BILLING

Report/Measurement:	
Mean Time to Deliver Invoices	
Definition:	
This measure provides the mean interval for billing invoices	
Exclusions:	
Any invoices rejected due to formatting or content errors.	
Business Rules:	
Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.	
Calculation:	
Mean Time To Deliver Invoices = Σ [(Invoice Transmission Date)– (Close Date of Scheduled Bill Cycle)] / (Count of Invoices Transmitted in Reporting Period)	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Product / Invoice Type ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope ➢ Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Report Month • Invoice Type ➢ • Invoice Transmission Count • Date of Scheduled Bill Close	• Report Month • Invoice Type ➢ CRIS ➢ CABS • Invoice Transmission Count • Date of Scheduled Bill Close
Retail Analog/Benchmark:	
CRIS-based invoices will be released for delivery within six (6) business days CABS-based invoices will be released for delivery within eight (8) calendar days.	

BILLING

Report/Measurement:	
Usage Data Delivery Accuracy	
Definition:	
This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission.	
Exclusions:	
None	
Business Rules:	
The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST.	
Calculations:	
Usage Data Delivery Accuracy = Σ [(Total number of usage data packs sent during current month) – (Total number of usage data packs requiring retransmission during current month)] / (Total number of usage data packs sent during current month) X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Product / Invoice Type ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope ➢ Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Month • Record Type
Retail Analog/Benchmark:	
Retail Analog	

BILLING

Report/Measurement:	
Usage Data Delivery Completeness	
Definition:	
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for biling) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Completeness = Σ(Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date) / Σ(Total number of Recorded usage records delivered during the current month) X 100	
REPORT STRUCTURE	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
➢ • Geographic Scope ➢ Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
Retail Analog	

BILLING

Report/Measurement:	
Usage Data Delivery Timeliness	
Definition:	
This measurement provides percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Timeliness = Σ (Total number of usage records sent within six (6) calendar days from initial recording/receipt) / Σ (Total number of usage records sent) X 100	
Report Structure:	
• CLEC Aggregate • CLEC Specific • BST Aggregate	
Level of Disaggregation:	
• • Geographic Scope ➢ Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
Retail Analog	

BILLING

Report/Measurement:
Mean Time to Deliver Usage
Definition:
This measurement provides the average time it takes to deliver Usage Records to a C parity measure is also provided showing timeliness of BST messages processed and t via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are the same report.
Exclusions:
None
Business Rules:
The purpose of this measurement is to demonstrate the average number of days it tak Usage data to the appropriate CLEC. Usage data is mechanically transmitted or maile CLEC data processing center once daily. Method of delivery is at the option of the CL
Calculation:
Mean Time to Deliver Usage = Σ (Record volume X estimated number of days to deliv Usage Record) / total record volume
Report Structure:
• CLEC Aggregate • CLEC Specific • BST Aggregate
Level of Disaggregation:
• • Geographic Scope ➢ Region

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING PERFORMANCE:
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded	• Report Monthly • Record Type

Retail Analog/Benchmark:
Retail Analog

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Average Speed to Answer – Toll
Definition:
Measurement of the average time in seconds calls wait before answered by a toll operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for toll is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Percent Answered within "X" Seconds – Toll
Definition:
Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
Definition:
Measurement of the average time in seconds calls wait before answer by a DA operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)
Definition:
Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

E911

Report/Measurement:
E911/Timeliness
Definition:
Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Timeliness = Σ (Number of batch orders processed within 24 hours ÷ Total number of batch orders submitted) X 100
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Levels of Disaggregation:
None
DATA RETAINED
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

E911

Report/Measurement:
E911/Accuracy
Definition:
Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Accuracy = Σ(Number of record individual updates processed with no errors ÷ Total number of individual record updates) X 100
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Level of Disaggregation:
None
DATA RETAINED
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

E911

Report/Measurement:
E911/Mean Interval
Definition:
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Mean Interval = (Date and time of batch order completion – Date and time of batch order submission) ÷ (Number of batch orders completed)
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

Trunk Group Performance

Report/Measurement:	
Trunk Group Service Report	
Definition:	
A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.	
Exclusions:	
• Trunk groups for which valid traffic data is not available • High use trunk groups	
Business Rules:	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
Calculation:	
Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
Report Structure:	
• BST Aggregate ➢ CTTG ➢ Local • CLEC Aggregate ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk • CLEC Specific ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk	
Level of Disaggregation:	
State	
DATA RETAINED RELATING TO CLEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT
Retail Analog/Benchmark:	
Retail Analog	

TRUNK GROUP PERFORMANCE

Report/Measurement:

Trunk Group Service Detail

Definition:

A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.

Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

Business Rules:

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

Calculation:

Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

Report Structure:

- BST Specific
  - Traffic Identity
  - TGSN
  - Tandem
  - End Office
  - Description
  - Observed Blocking
  - Busy Hour
  - Number Trunks
  - Valid study days
  - Number reports
  - Remarks
- CLEC Specific
  - Traffic Identity
  - TGSN
  - Tandem
  - CLEC POT
  - Description
  - Observed Blocking
  - Busy Hour
  - Number Trunks
  - Valid study days
  - Number reports
  - Remarks

Level of Disaggregation:

State

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports

Retail Analog/Benchmark:
Retail Analog

COLLOCATION

Report/Measurement:
Collocation/Average Response Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.
Exclusions:
• Requests to augment previously completed arrangements • Any application cancelled by the CLEC
Business Rules:
The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.
Calculation:
Average Response Time = Σ(Request Response Date) – (Request Submission Date) / Count of Responses Returned within Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
DATA RETAINED:
• Report period • Aggregate data
Retail Analog/Benchmark:
Under development

COLLOCATION

Report/Measurement:
Collocation/Average Arrangement Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
Average Arrangement Time = Σ(Date Collocation Arrangement is Complete) – (Date Order for Collocation Arrangement Submitted) / Total Number of Collocation Arrangements Completed during Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
DATA RETAINED:
• Report period • Aggregate data
Retail Analog/Benchmark:
Under development

COLLOCATION

Report/Measurement:
Collocation/Percent of Due Dates Missed
Definition:
Measures the percent of missed due dates for collocation arrangements.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
% of Due Dates Missed = Σ (Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period) / Number of Orders Completed in Reporting Period) X 100
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
DATA RETAINED:
• Report period • Aggregate data
Retail Analog/Benchmark:
Under development

Appendix A: Reporting Scope*

Standard Service Groupings	*Pre-Order, Ordering* • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP *Provisioning* • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail *Maintenance and Repair* • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail Local Interconnection Trunk Group Blockage • BST CTTG Trunk Groups • CLEC Trunk Groups

Appendix A: Reporting Scope

Standard Service Order Activities *These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.*	• New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
Pre-Ordering Query Types: Maintenance Query Types:	• Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
Report Levels	• CLEC RESH • CLEC MSA • CLEC State • CLEC Region • Aggregate CLEC State • Aggregate CLEC Region • BST State • BST Region

* Scope is report, data source and system dependent, and, therefore, will differ with each report.

Appendix B: Glossary of Acronyms and Terms

A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
	AUTO CLARIFICATION	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
B	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center – The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.

Appendix B: Glossary of Acronyms and Terms - Continued

C	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FATAL REJECT	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	FLOW-THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

Appendix B: Glossary of Acronyms and Terms - Continued

G		
H	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request – A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the

		specific switching system Recent Change command messages for input into end office switches.

Appendix B: Glossary of Acronyms and Terms – Continued

N	NC	"No Circuits" - All circuits busy announcement
O	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
		OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service

Appendix B: Glossary of Acronyms and Terms – Continued

Q		
R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search
S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.
	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

Appendix C: BELLSOUTH'S AUDIT POLICY

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of June 1999, that would equate to over 732 audits per year and that number is continually growing. BellSouth developed a proposed Audit Plan for use by the parties to an audit If requested by a Public Service Commission, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2001-2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1.The cost shall be borne 50% by BellSouth and 50% by the CLECs.

2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).

3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

EXHIBIT B

VSEEMIII TIER-1 SUBMETRICS

- FOC Timeliness (Mechanized only)
- Reject Interval (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate - UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment

- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
  - Percent Missed Collocation Due Dates

VSEEMIII TIER-2 SUBMETRICS

- Percent Response Received within "X" seconds – Pre-Order OSS
- OSS Interface Availability
- Order Process Percent Flow-Through (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate - UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Usage Data Delivery Timeliness
- Usage Data Delivery Accuracy
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
- Percent Missed Collocation Due Dates

VSEEMIII TIER-3 SUBMETRICS

- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Percent Trunk Blockage
- Percent Missed Collocation Due Dates

VSEEM III	MEASURES AND SUB-METRICS	Retail Analogue Resale (x) and UNEs	Bench mark
Pre-Ordering	Percent Response Received within "X" seconds	Retail Analogue + 4 sec	
	OSS Interface Availability	x	
Ordering	Percent Flow-Through Service Request (Fully Mechanized only)		90%
	Firm Order Confirmation Timeliness (Mechanized only)		95% < 4 hrs
	Reject Interval (Mechanized only)		95% < 1 hrs
Provisioning	Order Completion Interval (Dispatch only) – Resale POTS	x	
	Order Completion Interval (Dispatch only) – Resale Design	x	
	Order Completion Interval (No Dispatch only) – UNE Loop & Port Combos	Retail Residence and Business	
	Order Completion Interval (Dispatch only) – UNE Loops	Design: Retail Design Dispatch 'w' Orders Non-Design: Retail Res, Bus Dispatch 'w' Orders	
	Order Completion Interval (Dispatch only) – IC Trunks	x	
	Percent Missed Installation Appointments – Resale POTS	x	
	Percent Missed Installation Appointments – Resale Design	x	
	Percent Missed Installation Appointments – UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Installation Appointments – UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Percent Provisioning Troubles within 4 Days - Resale POTS	x	
	Percent Provisioning Troubles within 4 Days - Resale Design	x	
	Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Provisioning Troubles within 4 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Maintenance	Customer Trouble Report Rate – Resale POTS	x	
	Customer Trouble Report Rate – Resale Design	x	
	Customer Trouble Report Rate - UNE Loop and Port Combos	Retail Residence and Business	
	Customer Trouble Report Rate - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Percent Missed Repair Appointments – Resale POTS	x	
	Percent Missed Repair Appointments - Resale Design	x	
	Percent Missed Repair Appointments - UNE Loop and Port Combos	Retail Residence and Business	

	Percent Missed Repair Appointments - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	

NOTES: [1] The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
[2] UD = Under Development

Maintenance Continued	Maintenance Average Duration – Resale POTS	x	
	Maintenance Average Duration – Resale Design	x	
	Maintenance Average Duration - UNE Loop and Port Combos	Retail Residence and Business	
	Maintenance Average Duration - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Maintenance Average Duration – IC Trunks	x	
	Percent Repeat Troubles within 30 Days – Resale POTS	x	
	Percent Repeat Troubles within 30 Days – Resale Design	x	
	Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Repeat Troubles within 30 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Billing	Invoice Accuracy	x	
	Mean Time To Deliver Invoices	x	
	Usage Data Delivery Accuracy	x	
	Usage Data Delivery Timeliness	x	
Trunk Blockage	Trunk Group Service Report (Percent Trunk Blockage)	x	
LNP	Average Disconnect Timeliness Interval		UD [2]
	Percent Missed Installation Appointments		UD [2]
CC Conversions	Coordinated Customer Conversions – UNE Loop		95% < 15min
	Coordinated Customer Conversions – LNP		95% < 15 min
Collocation	% of Due Dates Missed		< 10%

NOTES: [1] The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
[2] UD = Under Development

EXHIBIT C

Statistical Methods for BellSouth Performance Measure Analysis

I. Necessary Properties for a Test Methodology

The statistical process for testing if competing local exchange carriers (CLECs) customers are being treat equally with BellSouth (BST) customers involves more than just a mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are

- the type of data,
- the type of comparison, and
- the type of performance measure.

Once these elements are determined a test methodology should be developed that complies with the following properties.

- Like-to-Like Comparisons. When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched, residential, new orders. The testing process should:
  - Identify variables that may affect the performance measure.
  - Record these important confounding covariates.
  - Adjust for the observed covariates in order to remove potential biases and to make the CLEC and the ILEC units as comparable as possible.
- Aggregate Level Test Statistic. Each performance measure of interest should be summarized by one overall test statistic giving the decision maker a rule that determines whether a statistically significant difference exists. The test statistic should have the following properties.
  - The method should provide a single overall index, on a standard scale.
  - If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done.
  - The contribution of each comparison cell should depend on the number of observations in the cell.
  - Cancellation between comparison cells should be limited.
  - The index should be a continuous function of the observations.
- Production Mode Process. The decision system must be developed so that it does not require intermediate manual intervention, i.e. the process must be a "black box."
  - Calculations are well defined for possible eventualities.
  - The decision process is an algorithm that needs no manual intervention.
  - Results should be arrived at in a timely manner.
  - The system must recognize that resources are needed for other performance measure-related processes that also must be run in a timely manner.

  - The system should be auditable, and adjustable over time.

- Balancing. The testing methodology should balance Type I and Type II Error probabilities.
  - P(Type I Error) = P(Type II Error) for well defined null and alternative hypotheses.
  - The formula for a test's balancing critical value should be simple enough to calculate using standard mathematical functions, i.e. one should avoid methods that require computationally intensive techniques.
  - Little to no information beyond the null hypothesis, the alternative hypothesis, and the number of observations should be required for calculating the balancing critical value.

In the following sections we describe appropriate testing processes that adhere as much as possible to the testing principles.

Measurement Types

The performance measures that will undergo testing are of three types:

1) means
2) proportions, and
3) rates

While all three have similar characteristics (a proportion is the average of a measure that takes on only the values of 0 or 1), a proportion or rate is derived from count data while a mean is generally an average of interval measurements.

II. Testing Methodology – The Truncated Z

Many covariates are chosen in order to provide deep comparison levels. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted average of the truncated statistics is calculated where a cell weight depends on the volume of BST and CLEC orders in the cell. The weighted average is re-centered by the theoretical mean of a truncated distribution, and this is divided by the standard error of the weighted average. The standard error is computed assuming a fixed effects model.

Proportion Measures

For performance measures that are calculated as a proportion, in each adjustment cell, the truncated Z and the moments for the truncated Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large, a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution. If the normal approximation is not appropriate, then the Z statistic

is calculated from the hypergeometric distribution. In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.

Rate Measures

The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For a rate measure, there are a fixed number of circuits or units for the CLEC, n_{2j} and a fixed number of units for BST, n_{1j}. Suppose that the performance measure is a "trouble rate." The modeling assumption is that the occurrence of a trouble is independent between units and the number of troubles in n circuits follows a Poisson distribution with mean λ n where λ is the probability of a trouble in 1 circuit and n is the number of circuits.

In an adjustment cell, if the number of CLEC troubles is greater than 15 and the number of BST troubles is greater than 15, then the Z test is calculated using the normal approximation to the Poisson. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of CLEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (CLEC plus BST troubles.) In this case, the moments for the truncated Z are calculated explicitly using the binomial distribution.

Mean Measures

For mean measures, an adjusted t statistic is calculated for each like-to-like cell which has at least 7 BST and 7 CLEC transactions. A permutation test is used when one or both of the BST and CLEC sample sizes is less than 6. Both the adjusted t statistic and the permutation calculation are described in the technical appendix.

APPENDIX
TECHNICAL DESCRIPTION

We start by assuming that any necessary trimming of the data is complete, and that the data are disaggregated so that comparisons are made within appropriate classes or adjustment cells that define "like" observations.

Notation and Exact Testing Distributions

Below, we have detailed the basic notation for the construction of the truncated z statistic. In what follows the word "cell" should be taken to mean a like-to-like comparison cell that has both one (or more) ILEC observation and one (or more) CLEC observation.

L = the total number of occupied cells

j = 1,...,L; an index for the cells

n_{1j} = the number of ILEC transactions in cell j

n_{2j} = the number of CLEC transactions in cell j

n_j = the total number transactions in cell j; $n_{1j} + n_{2j}$

X_{1jk} = individual ILEC transactions in cell j; $k = 1,\ldots, n_{1j}$

X_{2jk} = individual CLEC transactions in cell j; $k = 1,\ldots, n_{2j}$

Y_{jk} = individual transaction (both ILEC and CLEC) in cell j

$$= \begin{cases} X_{1jk} & k = 1,\ldots,n_{1j} \\ X_{2jk} & k = n_{1j}+1,\ldots,n_j \end{cases}$$

$\Phi^{-1}(\cdot)$ = the inverse of the cumulative standard normal distribution function

For Mean Performance Measures the following additional notation is needed.

$\overline{X}_{1j}$ = the ILEC sample mean of cell j

$\overline{X}_{2j}$ = the CLEC sample mean of cell j

s^2_{1j} = the ILEC sample variance in cell j

s^2_{2j} = the CLEC sample variance in cell j

y_{jk} = a random sample of size n_{2j} from the set of $Y_{j1},\ldots,Y_{jn_j}$; $k = 1,\ldots,n_{2j}$

M_j = the total number of distinct pairs of samples of size n_{1j} and n_{2j};

$$= \binom{n_j}{n_{1j}}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably, because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the "pooled Z" can be written as

$$PM(t) = P(\sum_k y_{jk} = t) = \frac{\textit{the number of samples that sum to } t}{M_j}.$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P(\sum_k y_{jk} \le t) = \frac{\textit{the number of samples with sum } \le t}{M_j}.$$

For Proportion Performance Measures the following notation is defined

a_{1j} = the number of ILEC cases possessing an attribute of interest in cell j

a_{2j} = the number of CLEC cases possessing an attribute of interest in cell j

a_j = the number of cases possessing an attribute of interest in cell j; $a_{1j} + a_{2j}$

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \dfrac{\binom{n_{1j}}{h}\binom{n_{2j}}{a_j - h}}{\binom{n_j}{a_j}}, & \max(0, a_j - n_{2j}) \le h \le \min(a_j, n_{1j}) \\ 0 & \text{otherwise} \end{cases}.$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \le x) = \begin{cases} 0 & x < \max(0, a_j - n_{1j}) \\ \sum_{h=\max(0,a_j-n_{1j})}^{x} HG(h), & \max(0, a_j - n_{1j}) \le x \le \min(a_j, n_{2j}) \\ 1 & x > \min(a_j, n_{2j}) \end{cases}$$

For Rate Measures, the notation needed is defined as

b_{1j} = **the number of ILEC base elements in cell j**

b_{2j} = **the number of CLEC base elements in cell j**

b_j = **the total number of base elements in cell j; $b_{1j} + b_{2j}$**

$\hat{r}_{1j}$ = **the ILEC sample rate of cell j; n_{1j}/b_{1j}**

$\hat{r}_{2j}$ = **the CLEC sample rate of cell j; n_{2j}/b_{2j}**

q_j = **the relative proportion of CLEC elements for cell j; b_{2j}/b_j**

The exact distribution for a parity test is the binomial distribution. The binomial probability mass function distribution for cell j is

$$BN(k) = P(B = k) = \begin{cases} \binom{n_j}{k} q_j^k (1-q_j)^{n_j-k}, & 0 \le k \le n_j \\ 0 & \text{otherwise} \end{cases}$$

and the cumulative binomial distribution is

$$CBN(x) = P(B \le x) = \begin{cases} 0 & x < 0 \\ \sum_{k=0}^{x} BN(k), & 0 \le x \le n_j \\ 1 & x > n_j \end{cases}$$

Calculating the Truncated Z

The general methodology for calculating an aggregate level test statistic is outlined below.

1. **Calculate cell weights, W_j. A weight based on the number of transactions is used so that a cell which has a larger number of transactions has a larger weight. The actual weight formulae will depend on the type of measure.**

Mean Measure

$$W_j = \sqrt{\frac{n_{1j} n_{2j}}{n_j}}$$

Proportion Measure

$$W_j = \sqrt{\frac{n_{2j} n_{1j}}{n_j} \cdot \frac{a_j}{n_j} \cdot \left(1 - \frac{a_j}{n_j}\right)}$$

Rate Measure

$$W_j = \sqrt{\frac{b_{1j} b_{2j}}{b_j} \cdot \frac{n_j}{b_j}}$$

2. In each cell, calculate a Z value, Z_j. A Z statistic with mean 0 and variance 1 is needed for each cell.

   - If $W_j = 0$, set $Z_j = 0$.
   - Otherwise, the actual Z statistic calculation depends on the type of performance measure.

Mean Measure

$$Z_j = \Phi^{-1}(\alpha)$$

where α is determine by the following algorithm.

If $\min(n_{1j}, n_{2j}) > 6$, then determine α as

$$\alpha = P(t_{n_{1j}-1} \le T_j),$$

that is, α is the probability that a t random variable with $n_{1j} - 1$ degrees of freedom, is less than

$$T_j = t_j + \frac{g}{6}\left(\frac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j}\, n_{2j}(n_{1j} + n_{2j})}}\right)\left(t^2 + \frac{n_{2j} - n_{1j}}{2n_{1j} + n_{2j}}\right),$$

where

$$t_j = \frac{\bar{X}_{1j} - \bar{X}_{2j}}{s_{1j}\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$$

and the coefficient g is an estimate of the skewness of the parent population, which we assume is the same in all cells. It can be estimated from the ILEC values in the largest cells. This needs to be done only once for each measure. We have found that attempting to estimate this skewness parameter for each cell separately leads to excessive variability in the "adjusted" t. We therefore use a single compromise value in all cells.

Note, that t_j is the "modified Z" statistic. The statistic T_j is a "modified Z" corrected for the skewness of the ILEC data.

If $\min(n_{1j}, n_{2j}) \leq 6$, and

a) $M_j \leq 1{,}000$ (the total number of distinct pairs of samples of size n_{1j} and n_{2j} is 1,000 or less).

- Calculate the sample sum for all possible samples of size n_{2j}.
- Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{M_j}$$

b) $M_j > 1{,}000$

- Draw a random sample of 1,000 sample sums from the permutation distribution.
- Add the observed sample sum to the list. There is a total of 1001 sample sums. Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{1001}.$$

Proportion Measure

$$Z_j = \frac{n_j\, a_{1j} - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}.$$

Rate Measure

$$Z_j = \frac{n_{1j} - n_j\, q_j}{\sqrt{n_j\, q_j (1 - q_j)}}.$$

3. Obtain a truncated Z value for each cell, Z_j^*. To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that

positive equivalent Z values are set to 0, and negative values are left alone. Mathematically, this is written as

$$Z_j^* = \min(0, Z_j).$$

4. Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity, $E(Z_j^* | H_0)$ and $Var(Z_j^* | H_0)$. In order to compensate for the truncation in step 3, an aggregated, weighted sum of the Z_j^* will need to be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.

   - If $W_j = 0$, then no evidence of favoritism is contained in the cell. The formulae for calculating $E(Z_j^* | H_0)$ and $Var(Z_j^* | H_0)$ cannot be used. Set both equal to 0.

   - If $\min(n_{1j}, n_{2j}) > 6$ for a mean measure, $\min\left\{a_{1j}\left(1-\frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1-\frac{a_{2j}}{n_{2j}}\right)\right\} > 9$ for a proportion measure, or $\min(n_{1j}, n_{2j}) > 15$ and $n_j q_j (1-q_j) > 9$ for a rate measure then

$$E(Z_j^* | H_0) = -\frac{1}{\sqrt{2\pi}}, \text{ and}$$

$$Var(Z_j^* | H_0) = \frac{1}{2} - \frac{1}{2\pi}.$$

   - Otherwise, determine the total number of values for Z_j^*. Let z_{ji} and θ_{ji}, denote the values of Z_j^* and the probabilities of observing each value, respectively.

$$E(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}, \text{ and}$$

$$Var(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}^2 - \left[E(Z_j^* | H_0)\right]^2.$$

The actual values of the z's and θ's depends on the type of measure, and the sums in the equations are over all possible values of the index i.

Mean Measure

$$N_j = \min(M_j, 1{,}000),\ i = 1,\ldots,N_j$$

$$z_{ji} = \min\left\{0, 1 - \Phi^{-1}\left(\frac{R_i - 0.5}{N_j}\right)\right\} \quad \text{where } R_i \text{ is the rank of sample sum i}$$

$$\theta_j = \frac{1}{N_j}$$

Proportion Measure

$$z_{ji} = \min\left\{0, \frac{n_j\, i - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}\right\}, \quad i = \min(a_j, n_{2j}),\ldots,\max(0, a_j - n_{1j})$$

$$\theta_{ji} = HG(i)$$

Rate Measure

$$z_{ji} = \min\left\{0, \frac{i - n_j\, q_j}{\sqrt{n_j\, q_j (1 - q_j)}}\right\}, \quad i = 0,\ldots,n_j$$

$$\theta_{ji} = BN(i)$$

5. **Calculate the aggregate test statistic, Z^T.**

$$Z^T = \frac{\sum_j W_j Z_j^* - \sum_j W_j E(Z_j^* \mid H_0)}{\sqrt{\sum_j W_j^2 \mathrm{Var}(Z_j^* \mid H_0)}}$$

The Balancing Critical Value

There are four key elements of the statistical testing process:

1. **the null hypothesis, H_0, that parity exists between ILEC and CLEC services**
2. **the alternative hypothesis, H_a, that the ILEC is giving better service to its own customers**
3. **the Truncated Z test statistic, Z^T, and**
4. **a critical value, *c***

The decision rule[1] is

[1] This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

- If $Z^T < c$ then accept H_a.
- If $Z^T \geq c$ then accept H_0.

There are two types of error possible when using such a decision rule:

Type I Error: Deciding favoritism exists when there is, in fact, no favoritism.
Type II Error: Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of each are:

Type I Error: $\alpha = P(Z^T < c \mid H_0)$.
Type II Error: $\beta = P(Z^T \geq c \mid H_a)$.

We want a balancing critical value, c_B, so that $\alpha = \beta$.

It can be shown that.

$$c_B = \frac{\sum_j W_j M(m_j, se_j) - \sum_j W_j \frac{-1}{\sqrt{2\pi}}}{\sqrt{\sum_j W_j^2 V(m_j, se_j)} + \sqrt{\sum_j W_j^2 \left(\frac{1}{2} - \frac{1}{2\pi}\right)}}.$$

where

$$M(\mu, \sigma) = \mu \Phi(\tfrac{-\mu}{\sigma}) - \sigma \phi(\tfrac{-\mu}{\sigma})$$

$$V(\mu, \sigma) = (\mu^2 + \sigma^2)\Phi(\tfrac{-\mu}{\sigma}) - \mu\sigma\phi(\tfrac{-\mu}{\sigma}) - M(\mu, \sigma)^2$$

$\Phi(\cdot)$ is the cumulative standard normal distribution function, and $\phi(\cdot)$ is the standard normal density function.

This formula assumes that Z_j is approximately normally distributed within cell j. When the cell sample sizes, n_{1j} and n_{2j}, are small this may not be true. It is possible to determine the cell mean and variance under the null hypothesis when the cell sample sizes are small. It is much more difficult to determine these values under the alternative hypothesis. Since the cell weight, W_j will also be small (see calculate weights section above) for a cell with small volume, the cell mean and variance will not contribute much to the weighted sum. Therefore, the above formula provides a reasonable approximation to the balancing critical value.

The values of m_j and se_j will depend on the type of performance measure.

Mean Measure

For mean measures, one is concerned with two parameters in each cell, namely, the mean and variance. A possible lack of parity may be due to a difference in cell means, and/or a

difference in cell variances. One possible set of hypotheses that capture this notion, and take into account the assumption that transaction are identically distributed within cells is:

$$H_0: \mu_{1j} = \mu_{2j},\ \sigma_{1j}^2 = \sigma_{2j}^2$$

$$H_a: \mu_{2j} = \mu_{1j} + \delta_j \cdot \sigma_{1j},\ \sigma_{2j}^2 = \lambda_j \cdot \sigma_{1j}^2 \qquad \delta_j > 0,\ \lambda_j \geq 1 \text{ and } j = 1,\ldots,L.$$

Under this form of alternative hypothesis, the cell test statistic Z_j has mean and standard error given by

$$m_j = \frac{-\delta_j}{\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}, \text{ and}$$

$$se_j = \sqrt{\frac{\lambda_j n_{1j} + n_{2j}}{n_{1j} + n_{2j}}}$$

Proportion Measure

For a proportion measure there is only one parameter of interest in each cell, the proportion of transaction possessing an attribute of interest. A possible lack of parity may be due to a difference in cell proportions. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells while allowing for an analytically tractable solution is:

$$H_0: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = 1$$

$$H_a: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = \psi_j \qquad \psi_j > 1 \text{ and } j = 1,\ldots,L.$$

These hypotheses are based on the "odds ratio." If the transaction attribute of interest is a missed trouble repair, then an interpretation of the alternative hypothesis is that a CLEC trouble repair appointment is ψ_j times more likely to be missed than an ILEC trouble.

Under this form of alternative hypothesis, the within cell asymptotic mean and variance of a_{1j} are given by[2]

$$E(a_{1j}) = n_j \pi_j^{(1)}$$

$$var(a_{1j}) = \frac{n_j}{\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}}$$

where

[2] Stevens, W. L. (1951) Mean and Variance of an entry in a Contingency Table. *Biometrica*, **38**, 468-470.

$$\pi_j^{(1)} = f_j^{(1)}\left(n_j^2 + f_j^{(2)} + f_j^{(3)} - f_j^{(4)}\right)$$
$$\pi_j^{(2)} = f_j^{(1)}\left(-n_j^2 - f_j^{(2)} + f_j^{(3)} + f_j^{(4)}\right)$$
$$\pi_j^{(3)} = f_j^{(1)}\left(-n_j^2 + f_j^{(2)} - f_j^{(3)} + f_j^{(4)}\right)$$
$$\pi_j^{(4)} = f_j^{(1)}\left(n_j^2\left(\tfrac{2}{\psi_j} - 1\right) - f_j^{(2)} - f_j^{(3)} - f_j^{(4)}\right)$$
$$f_j^{(1)} = \frac{1}{2n_j^2\left(\frac{1}{\psi_j} - 1\right)}$$
$$f_j^{(2)} = n_j n_{1j}\left(\tfrac{1}{\psi_j} - 1\right)$$
$$f_j^{(3)} = n_j a_j\left(\tfrac{1}{\psi_j} - 1\right)$$
$$f_j^{(4)} = \sqrt{n_j^2\left[4n_{1j}\left(n_j - a_j\right)\left(\tfrac{1}{\psi_j} - 1\right) + \left(n_j + \left(a_j - n_{1j}\right)\left(\tfrac{1}{\psi_j} - 1\right)\right)^2\right]}$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_j\, a_{1j} - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}.$$

Using the equations above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j^2 \pi_j^{(1)} - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}, \text{ and}$$

$$se_j = \sqrt{\frac{n_j^3 (n_j - 1)}{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)\left(\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}\right)}}.$$

Rate Measure

A rate measure also has only one parameter of interest in each cell, the rate at which a phenomenon is observed relative to a base unit, e.g. the number of troubles per available line. A possible lack of parity may be due to a difference in cell rates. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells is:

H_0: $r_{1j} = r_{2j}$

H_a: $r_{2j} = \varepsilon_j r_{1j}$ $\quad \varepsilon_j > 1$ and $j = 1,\ldots,L$.

Given the total number of ILEC and CLEC transactions in a cell, n_j, and the number of base elements, b_{1j} and b_{2j}, the number of ILEC transaction, n_{1j}, has a binomial distribution from n_j trials and a probability of

$$q_j^* = \frac{r_{1j}b_{1j}}{r_{1j}b_{1j} + r_{2j}b_{2j}}.$$

Therefore, the mean and variance of n_{1j}, are given by

$$E(n_{1j}) = n_j q_j^*$$
$$\text{var}(n_{1j}) = n_j q_j^*(1 - q_j^*)$$

Under the null hypothesis

$$q_j^* = q_j = \frac{b_{1j}}{b_j},$$

but under the alternative hypothesis

$$q_j^* = q_j^a = \frac{b_{1j}}{b_{1j} + \varepsilon_j b_{2j}}.$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_{1j} - n_j\, q_j}{\sqrt{n_j\, q_j(1-q_j)}}.$$

Using the relationships above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j\left(q_j^a - q_j\right)}{\sqrt{n_j q_j(1-q_j)}} = (1-\varepsilon_j)\sqrt{\frac{n_j b_{1j} b_{2j}}{b_{1j} + \varepsilon_j b_{2j}}}, \text{ and}$$

$$se_j = \sqrt{\frac{q_j^a(1-q_j^a)}{q_j(1-q_j)}} = \sqrt{\varepsilon_j}\,\frac{b_j}{b_{1j} + \varepsilon_j b_{2j}}.$$

Determining the Parameters of the Alternative Hypothesis

In this appendix we have indexed the alternative hypothesis of mean measures by two sets of parameters, λ_j and δ_j. Proportion and rate measures have been indexed by one set of parameters each, ψ_j and ε_j respectively. While statistical science can be used to evaluate the impact of different choices of these parameters, there is not much that an appeal to statistical principles can offer in directing specific choices. Specific choices are best left to telephony experts. Still, it is possible to comment on some aspects of these choices:

- Parameter Choices for λ_j. The set of parameters λ_j index alternatives to the null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to a CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z testing which is being recommended here is relatively insensitive to all but very large values of the λ_j. Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen.

- Parameter Choices for δ_j. The set of parameters δ_j are much more important in the choice of the balancing point than was true for the λ_j. The reason for this is that they directly index differences in average service. The truncated Z test is very sensitive to any such differences; hence, even small disagreements among experts in the choice of the δ_j could be very important. Sample size matters here too. For example, setting all the δ_j to a single value – $\delta_j = \delta$ – might be fine for tests across individual CLECs where currently in Louisiana the CLEC customer bases are not too different. Using the same value of δ for the overall state testing does not seem sensible, however, since the state sample would be so much larger.

- Parameter Choices for ψ_j or ε_j. The set of parameters ψ_j or ε_j are also important in the choice of the balancing point for tests of their respective measures. The reason for this is that they directly index increases in the proportion or rate of service performance. The truncated Z test is sensitive to such increases; but not as sensitive as the case of δ_j for mean measures. Sample size matters here as well. As with mean measures, using the same value of ψ or ε for the overall state testing does not seem sensible since the state sample would be so much larger.

The bottom line here is that beyond a few general considerations, like those given above, a principled approach to the choice of the alternative hypotheses to guard against, must come from elsewhere.

Decision Process

Once Z^T has been calculated, it is compared to the balancing critical value to determine if the ILEC is favoring its own customers over a CLEC's customers.

This critical value changes as the ILEC and CLEC transaction volume change. One way to make this transparent to the decision maker, is to report the difference between the test statistic and the critical value, *diff* = $Z^T - c_B$. If favoritism is concluded when $Z^T < c_B$, then the *diff* < 0 indicates favoritism.

This make it very easy to determine favoritism: a positive *diff* suggests no favoritism, and a negative *diff* suggests favoritism.

EXHIBIT D

BST VSEEM REMEDY PROCEDURE

TIER-1 CALCULATION FOR RETAIL ANALOGUES:

1. Calculate the overall test statistic for each CLEC; z^{T}_{MCIm} (See Exhibit C)
2. Calculate the balancing critical value($^{C}B_{MCIm}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)
3. If the overall test statistic is equal to or above the balancing critical value, stop here. Otherwise, go to step 4.
4. Calculate the Parity Gap by subtracting the value of step 2. from that of step 1.; $z^{T}_{MCIm} - {}^{C}B_{MCIm}$
5. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by taking the absolute value of the Parity Gap from step 4. divided by 4; ABS(($z^{T}_{MCIm} - {}^{C}B_{MCIm}$) / 4). All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total MCIm Volume in the negatively affected cell; where the cell value is negative. (See Exhibit C)
7. Calculate the payment to MCIm by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, MCIm payment = $\text{Affected Volume}_{MCIm}$ * $$ from Fee Schedule

Example: MCIm Missed Installation Appointments (MIA) for Resale POTS

	n_I	n_C	MIA_I	MIA_C	z^{T}_{MCIm}	C_B	Parity Gap	Volume Proportion	Affected Volume
State	50000	600	9%	16%	-1.92	-0.21	1.71	0.4275	
Cell					z_{MCIm}				
1		150	0.091	0.112	-1.994				
2		75	0.176	0.098	0.734				64
3		10	0.128	0.333	-2.619				
4		50	0.158	0.242	-2.878				4
5		15	0.245	0.075	1.345				21
6		200	0.156	0.130	0.021				
7		30	0.166	0.233	-0.600				
8		20	0.106	0.127	-0.065				13
9		40	0.193	0.218	-0.918				9
10		10	0.160	0.235	-0.660				17
									4

133
where n_I = ILEC observations and n_C = MCIm observations

Payout for MCIm is (133 units) * ($100/unit) = $13,300

TIER-2 CALCULATION for RETAIL ANALOGUES:

1. Tier-2 is triggered by three monthly failures of any VSEEM submetric in the same quarter.

2. Calculate the overall test statistic for the CLEC Aggregate using all transactions from the calendar quarter; z^T_{CLECA}

3. Calculate the balancing critical value($^{C}B_{MCIm}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)

4. If the overall test statistic is equal to or above the balancing critical value for the calendar quarter, stop here. Otherwise, go to step 5.

5. Calculate the Parity Gap by subtracting the value of step 3. from that of step 2.; $z^T_{CLECA} - {}^{C}B_{CLECA}$

6. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by dividing the Parity Gap from step 5. by 4; ABS(($z^T_{CLECA} - {}^{C}B_{CLECA}$) / 4). All parity gaps equal or greater to 4 will result in a volume proportion of 100%.

7. Calculate the Affected Volume by multiplying the Volume Proportion from step 6. by the Total $CLEC_A$ Volume (CLEC Aggregate) in the negatively affected cell; where the cell value is negative (See Exhibit C).

8. Calculate the payment to State Designated Agency by multiplying the result of step 7. by the appropriate dollar amount from the fee schedule.

   So, State Designated Agency payment = Affected $Volume_{CLECA}$ * $$ from Fee Schedule

Example: CLEC-A Missed Installation Appointments (MIA) for Resale POTS

State Quarter1	n_I 180000	n_C 2100	MIA_I 9%	MIA_C 16%	z^T_{CLECA} -1.92	C_B -0.21	Parity Gap 1.71	Volume Proportion 0.4275	Affected Volume
Cell					z_{CLECA}				
1		500	0.091	0.112	-1.994				214

2	300	0.176	0.098	0.734	
3	80	0.128	0.333	-2.619	34
4	205	0.158	0.242	-2.878	88
5	45	0.245	0.075	1.345	
6	605	0.156	0.130	0.021	
7	80	0.166	0.233	-0.600	34
8	40	0.106	0.127	-0.065	17
9	165	0.193	0.218	-0.918	71
10	80	0.160	0.235	-0.660	34

492

where n_I = ILEC observations and n_C = CLEC-A observations

Payout for CLEC-A is (492 units) * ($300/unit) = $147,600

Tier-3

Tier-3 uses the monthly CLEC Aggregate results in a given State. Tier-3 is triggered when five of the twelve Tier-3 sub-metrics experience consecutive failures in a given calendar quarter. The table below displays a situation that would trigger a Tier-3 failure, and one that would not.

		TIER-3 FAILURE X = Miss			NOT A TIER-3 FAILURE X = Miss		
Process	Measures	Jan	Feb	Mar	Jan	Feb	Mar
Percent Missed Installation Appointments	Resale POTS	X	X	X	X		
	Resale Design	X			X	X	X
	UNE Loop & Port Combo		X				
	UNE Loops	X	X	X			
Percent Missed Repair Appointments	Resale POTS	X	X	X	X		X
	Resale Design		X	X		X	
	UNE Loop & Port Combo					X	X
	UNE Loops				X		
Billing	Billing Accuracy	X	X	X			
	Billing Timeliness				X	X	X
Trunk Blockage	Percent Trunk Blockage	X	X	X			
Collocation	Percent Missed Collocation Due Dates						

Tier-3 is effective immediately after quarter results, and can only be lifted when two of the five failed sub-metrics show compliance for two consecutive months in the following quarter.

All tiers standalone, such that triggering Tier-3 will not cease payout of any Tier-1 or Tier-2 failures.

TIER-1 CALCULATION FOR BENCHMARKS:

1. For each CLEC, with five or more observations, calculate monthly performance results for the State.

2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below:

Table I Small Sample Size Table
(95% Confidence)

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
5	60.00%	80.00%
6	66.67%	83.33%
7	71.43%	85.71%
8	75.00%	75.00%
9	66.67%	77.78%
10	70.00%	80.00%
11	72.73%	81.82%
12	75.00%	83.33%
13	76.92%	84.62%
14	78.57%	85.71%
15	73.33%	86.67%

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
16	75.00%	87.50%
17	76.47%	82.35%
18	77.78%	83.33%
19	78.95%	84.21%
20	80.00%	85.00%
21	76.19%	85.71%
22	77.27%	86.36%
23	78.26%	86.96%
24	79.17%	87.50%
25	80.00%	88.00%
26	80.77%	88.46%
27	81.48%	88.89%
28	78.57%	89.29%
29	79.31%	86.21%
30	80.00%	86.67%

3. If the percentage (or equivalent percentage for small samples) is equal to or below the benchmark standard, stop here. Otherwise, go to step 4.

4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.

5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4. by the Total MCIm Volume.

6. Calculate the payment to MCIm by multiplying the result of step 5. by the appropriate dollar amount from the fee schedule.

So, MCIm payment = Affected Volume$_{MCIm}$ * $$ from Fee Schedule

Example: MCIm Missed Installation Appointments (MIA) for UNE Loops

	n_C	Benchmark	MIA_C	Volume Proportion	Affected Volume
State	600	9%	12%	.03	18

Payout for MCIm is (18 units) * ($400/unit) = $7,200

TIER-1 CALCULATION FOR BENCHMARKS (in the form of a target):

1. For each, with five or more observations, CLEC calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
3. Calculate the interval distribution based on the same data set used in step 1.
4. If the 'percent within' is equal to or exceeds the benchmark standard, stop here. Otherwise, go to step 5.
5. Determine the Volume Proportion by taking the difference between 100% and the actual performance result.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total MCIm Volume.
7. Calculate the payment to MCIm by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, MCIm payment = Affected Volume$_{MCIm}$ * $$ from Fee Schedule

Example: MCIm Reject Timeliness

	n_C	Benchmark	Reject Timeliness$_C$	Volume Proportion	Affected Volume
State	600	95% within 1 hour	93% within 1 hour	.07	42

Payout for MCIm is (42 units) * ($100/unit) = $4,200

TIER-2 CALCULATIONS for BENCHMARKS:

Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations except the CLEC Aggregate data having failed for three months in a given calendar quarter is being assessed.

EXHIBIT E

Table-1

LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES

PER AFFECTED ITEM						
	Month 1	Month 2	Month3	Month4	Month 5	Month 6
Ordering	$40	$50	$60	$70	$80	$90
Provisioning	$100	$125	$175	$250	$325	$500
Provisioning UNE (Coordinated Customer Conversions)	$400	$450	$500	$550	$650	$800
Maintenance and Repair	$100	$125	$175	$250	$325	$500
Maintenance and Repair UNE	$400	$450	$500	$550	$650	$800
LNP	$150	$250	$500	$600	$700	$800
IC Trunks	$100	$125	$175	$250	$325	$500
Collocation	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000

Table-2

VOLUNTARY PAYMENTS FOR TIER-2 MEASURES

	Per Affected Item
OSS Pre-Ordering	$20
Ordering	$60
Provisioning	$300
UNE Provisioning (Coordinated Customer Conversions)	$875
Maintenance and Repair	$300
UNE Maintenance and Repair	$875
Billing	$1.00
LNP	$500
IC Trunks	$500
Collocation	$15,000