BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6301
Fax 615 214-7406

Guy M. Hicks
General Counsel

June 7, 2000

VIA HAND DELIVERY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement, together with the Amendments, Negotiated by BellSouth Telecommunications, Inc. and Business Telecom, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. ~~99-00965~~ 00-00478

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Business Telecom, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Interconnection Agreement, together with the Amendments to the Interconnection Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

GMH/dt

Enclosure

cc: Anthony M. Copeland, Business Telecom, Inc.

200088

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement and Amendments Thereto Negotiated by BellSouth Telecommunications, Inc. and Business Telecom, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~99-00965~~ 00-00478

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENTS AND AMENDMENTS THERETO NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND BUSINESS TELECOM, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Business Telecom, Inc. ("BTI") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement dated February 21, 2000, together with the Amendments to the Interconnection Agreement dated March 13, 2000 and May 2, 2000 (sometimes collectively referred to as the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, BTI and BellSouth state the following:

1. BTI and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to BTI. The parties have also recently negotiated amendments to the Interconnection Agreement. The first amendment, dated March 13, 2000 provides for a disaster recovery plan. The second amendment, dated May 2, 2000 relates to port loop combinations. A copy of the Agreement and Amendments are attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, BTI and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and BTI within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. BTI and BellSouth aver that the Agreement is consistent with the standards for approval.

5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

BTI and BellSouth respectfully request that the TRA approve the Agreement, including the Amendments, negotiated between the parties.

This 7th day of June, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

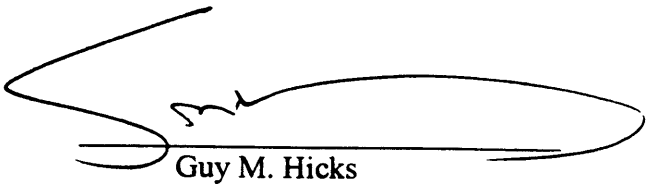
By: _____

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail:

Anthony M. Copeland
Executive Vice President
and General Counsel
Business Telecom, Inc.
4300 Six Forks Road
Raleigh, North Carolina 27609



Guy M. Hicks

AMENDMENT
TO
THE INTERCONNECTION AGREEMENT BETWEEN
BUSINESS TELECOM, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 21, 2000

Pursuant to this Agreement (the "Amendment"), Business Telecom, Inc. ("BTI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Interconnection Agreement between the Parties dated February 21, 2000 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 2 of the Agreement is hereby amended to include the following terms and conditions for the provision of Port/Loop Combinations in the state of North Carolina.

1. Port/Loop Combinations

1.1 At BTI's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in the Rate section of the agreement, for those combinations that are currently combined in BellSouth's network, except as specified in Sections 1.1.1 and 1.1.2 below.

1.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.

1.1.2 BellSouth is not required to provide circuit switching in Density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Charlotte MSA to BTI if BTI's customer has 4 or more DS0 equivalent lines.

1.2. Definition

1.2.1 For purposes of this Amendment, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

1.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 1.4 following provides the combinations of port and loop network elements that may be ordered by BTI when Currently

Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 1.1.2 above.

1.3 Rates for Combinations of Loop and Port Network Elements

1.3.1 Rates for combinations of loop and port network elements are provided in Exhibit A of this Amendment.

2. Exhibit C of Attachment 2 of the Interconnection Agreement is hereby amended to include the North Carolina Public Utilities Commission's permanent UNE rates adopted in Docket No. P-100, Sub 133d on March 13, 2000 attached hereto as Exhibit A.

3. Exhibit A of Attachment 3 of the Interconnection Agreement is hereby amended to include the North Carolina Public Utilities Commission's permanent UNE rates adopted in Docket No. P-100, Sub 133d on March 13, 2000 attached hereto as Exhibit B.

4. Exhibit A of Attachment 5 of the Interconnection Agreement is hereby amended to include the North Carolina Public Utilities Commission's permanent UNE rates adopted in Docket No. P-100, Sub 133d on March 13, 2000 attached hereto as Exhibit C.

5. Exhibit A – North Carolina of Attachment 4 of the Interconnection Agreement is hereby amended to add the following terms and conditions for the provision of Space Preparation in the state of North Carolina and to include the North Carolina Public Utilities Commission's permanent Collocation rates adopted in Docket No. P-100, Sub 133d on March 13, 2000 attached hereto as Exhibit D.

Space Preparation Fee in North Carolina. In North Carolina, the Space Preparation Fee is a monthly recurring charge, assessed per arrangement, per location, which is due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date BTI first occupies the Collocation Space, which include survey, engineering, design and modification costs for network, building and support systems. In the event BTI opts for cageless space, the space preparation charge will be assessed based on the total floor space dedicated to BTI as described in Section 7.5. The Space Preparation Fee always consists of charges for Firm Order Processing, Central Office Modifications, Power, and Common Systems Modifications. The charge for Common Systems Modification will be on a per square foot basis for cageless and on a per cage basis for caged collocation. The charge for Power will be assessed per the nominal –48V DC ampere requirements specified by BTI on the Bona Fide Application.

5. Section 5 of the General Terms and Conditions of the Interconnection Agreement is hereby amended to include the following language:

5.3.1 Notwithstanding any provision(s) to the contrary, BTI agrees to provide to BellSouth, and BellSouth agrees to accept, BTI's Subscriber Listing Information (SLI) relating to BTI's customers in the geographic area(s) covered by this Interconnection Agreement. BTI authorizes BellSouth to release all such BTI SLI provided to BellSouth by BTI to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any 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 therunder. 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.

5.3.2 No compensation shall be paid to BTI for BellSouth's receipt of BTI SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of BTI's SLI, or costs on an ongoing basis to administer the release of BTI SLI, BTI shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by BTI under this Agreement. BTI 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 BTI listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to BTI any complaints received by BellSouth relating to the accuracy or quality of BTI listings.

5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

6. All of the other provisions of the Interconnection Agreement dated February 21, 2000 shall remain unchanged and in full force and effect until the expiration date.

7. Either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Business Telecom, Inc.	**BellSouth Telecommunications, Inc.**
By: _____ Signature	By: _____ Signature
Name: Anthony M. Copeland	Name: Jerry D. Hendrix
Title: Executive VP/General Counsel	Title: Senior Director
Date: April 27, 2000	Date: 5/2/00

DESCRIPTION	USOC	NC
[redacted]		
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	$0.00050
Reservation Charge per 8XX number reserved		
NRC - 1st	N8R1X	$7.05
NRC - Add'l	N8R1X	$0.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations		
NRC - 1st	N/A	$23.82
NRC - Add'l	N/A	$2.73
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$41.35
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Per 8XX # Established with POTS Translations		
NRC - 1st	N8FTX	$23.82
NRC - Add'l	N8FTX	$2.73
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$41.35
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Customized Area of Service per 8XX Number		
NRC - 1st	N8FCX	$5.63
NRC - Add'l	N8FCX	$2.82
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #		
NRC - 1st	N8FMX	$6.59
NRC - Add'l	N8FMX	$3.77
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Change Charge per request		
NRC - 1st	N8FAX	$8.01
NRC - Add'l	N8FAX	$0.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Call Handling and Destination Features		
NRC - 1st	N8FDX	$5.63
NRC - Add'l	N8FDX	NA
[redacted]		
LIDB Common Transport per query	OQT	$0.0003
LIDB Validation per query	OQU	$0.013400
LIDB Originating Point Code Establishment or Change		
NRC	TBD	$62.26
NRC - Incremental Charge - Manual Service Order	SOMAN	$26.94
[redacted]		
CCS7 Signaling Connection, per 56Kbps		$18.22
NRC		$278.02
NRC - Incremental Charge - Manual Service Order	SOMAN	$41.35
CCS7 Signaling Termination, per STP port per month		$132.83
CCS7 Signaling Usage, per Call Setup Message		$0.00004
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage, per TCAP message		$0.00009
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage Surrogate, per 56Kbps, per LATA per month		$338.98
[redacted]		
Operator Provided Call Handling per min - Using BST LIDB	N/A	$1.20
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	$1.24
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling, per call	N/A	NA
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.11
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.12
[redacted]		
Verification, per minute	N/A	$1.15
Verification and Emergency Interrupt, per minute	N/A	$1.15
DIRECTORY ASSISTANCE SERVICES		
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.062
Number Services Intercept per query	N/A	$0.0110
Directory Assistance Access Service Calls, per call		$0.260000
[redacted]		
Directory Transport - Local Channel DS1, per month	N/A	$35.68
NRC - 1st	N/A	$534.48
NRC - Add'l	N/A	$462.69
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	$86.15
NRC - Incremental Charge-Manual Svc Order - NRC -addl	TBD	$1.77

Exhibit A
BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

DESCRIPTION	USOC	NC
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$0.5753
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	$71.29
NRC - 1st	N/A	$217.17
NRC - Add'l	N/A	$163.75
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$38.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$38.07
Switched Common Transport per DA Access Service per call	N/A	$0.00020
Switched Common Transport per DA Access Service per call per mile	N/A	$0.00003
Access Tandem Switching per DA Access Service per call	N/A	$0.0021
DA Interconnection, per DA Access Service Call	N/A	$0.00
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	
NRC - Manual Service Order - 1st	SOMAN	$407.53
NRC - Manual Service Order - Add'l	SOMAN	$10.98
Directory Assistance Database Service (DADS)		
Directory Assistance Database Service charge per listing	N/A	$0.04460
Directory Assistance Database Service, per month	DBSOF	$126.26
Directory Assistance Access Service (DAAS)		
Direct Access to Directory Assistance Service, per month	DBSDS	$6,930.00
Direct Access to Directory Assistance Service, per query	DBSDA	$0.0456
Direct Access to Directory Assistance Service, svc estab charge	DBSDE	
NRC	DBSDE	$1,164.00
AIN		
AIN, per message		
AIN - BellSouth AIN SMS Access Service		
Service Establishment Charge, per state, initial set-up		
NRC	CAMSE	$294.77
Port Connection - Dial/Shared Access		
NRC	CAMDP	$86.94
Port Connection - ISDN Access		
NRC	CAM1P	$86.94
User ID Codes - per User ID Code		
NRC	CAMAU	$200.83
Security Card per User ID Code, initial or replacement		
NRC	CAMRC	$172.05
Storage, per unit (100Kb)	N/A	$0.0023
Session per minute	N/A	$0.0791
CO. Performed Session, per minute		$2.08
AIN - BellSouth AIN Toolkit Service		
AIN, Service Creation Tools		
Service Establishment Charge, per state, initial set-up		
NRC	BAPSC	$290.05
Training Session, per customer		
NRC	BAPVX	$8,383.00
Trigger Access Charge, per trigger, per DN, Term. Attempt		
NRC	BAPTT	$72.76
Trigger Access Charge, per trigger per DN, Off-Hook Delay		
NRC	BAPTD	$72.76
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate		
NRC	BAPTM	$72.76
Trigger Access Charge, per trigger, per DN, 10-Digit PODP		
NRC	BAPTO	$149.95
Trigger Access Charge, per trigger, per DN, CDP		
NRC	BAPTC	$149.95
Trigger Access Charge, per trigger, per DN, Feature Code		
NRC	BAPTF	$149.95
Query Charge, per query		$0.02
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		$0.005
SCP Administration	N/A	$1.45
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$15.98
NRC	BAPMS	$71.80
Special Study - per AIN Toolkit Service Subscription	BAPLS	$0.08
NRC	BAPLS	$47.20
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	$15.90
NRC	BAPDS	$71.80
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	$0.003
NRC	BAPES	$47.20
Operations Support Systems (OSS)		
Recovery of incremental OSS costs, per CLP, per month	TBD	$305.00
OSS CLEC daily usage file (billing): recording, per message	TBD	$0.0003
OSS CLEC daily usage file (billing): message distribution, per message	TBD	$0.0032
OSS CLEC daily usage file: message distribution, per magnetic tape provisioned	TBD	$54.61
OSS CLEC daily usage file (billing): data transmission (connect:direct), per message		$0.00004

DESCRIPTION	USOC	NC
NID		
NID per 2-Wire Analog VG Loop, Per Month	UNDAX	$1.01
NRC - 1st	UNDAX	$1.42
NRC - Add'l	UNDAX	$1.42
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NID per 4-Wire Analog VG Loop, Per Month	UNDAX	$1.14
NRC - 1st	UNDAX	$1.42
NRC - Add'l	UNDAX	$1.42
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NID per 2-Wire ISDN Digital VG Loop, Per Month	UNDAX	$1.01
NRC - 1st	UNDAX	$1.42
NRC - Add'l	UNDAX	$1.42
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	UNDAX	$1.01
NRC - 1st	UNDAX	$1.42
NRC - Add'l	UNDAX	$1.42
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	$1.01
NRC - 1st	UNDAX	$1.42
NRC - Add'l	UNDAX	$1.42
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	$1.14
NRC - 1st	UNDAX	$1.42
NRC - Add'l	UNDAX	$1.42
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NID per 4-Wire 56 Kbps Dig Grade Loop	UNDAX	$1.14
NRC - 1st	UNDAX	$1.42
NRC - Add'l	UNDAX	$1.42
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NID per 4-Wire 64 Kbps Dig Grade Loop	UNDAX	$1.14
NRC - 1st	UNDAX	$1.42
NRC - Add'l	UNDAX	$1.42
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	$12.76
Nonrecurring Charge - customer transfer, feature additions, changes (1)		NA
2-Wire Analog VG Loop-SL1		
RC - Statewide, per month	UEAL2	$15.88
RC - Zone 1, per month (Note 2)	TBD	TBD
RC - Zone 2, per month (Note 2)	TBD	TBD
RC - Zone 3, per month (Note 2)	TBD	TBD
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UEAL2	$57.99
NRC - Add'l	UEAL2	$42.37
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NRC - Manual Order Coordination - 1st	TBD	$61.38
NRC - Manual Order Coordination - addl	TBD	$61.38
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	TBD	$45.34
NRC - Loop Make-Up	UEANM	TBD
2-Wire Analog VG Loop-SL2		
RC - Statewide, per month	UEAR2	$19.50
RC - Zone 1, per month (Note 2)	TBD	TBD
RC - Zone 2, per month (Note 2)	TBD	TBD
RC - Zone 3, per month (Note 2)	TBD	TBD
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UEAR2	$142.97
NRC - Add'l	UEAR2	$106.56
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	$45.34
4-Wire Analog VG Loop		
RC - Statewide, per month	UEAL4	$27.49
RC - Zone 1, per month (Note 2)	TBD	TBD
RC - Zone 2, per month (Note 2)	TBD	TBD

DESCRIPTION	USOC	NC
RC - Zone 3, per month (Note 2)	TBD	TBD
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UEAL4	$288.47
NRC - Add'l	UEAL4	$237.45
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.34
2-Wire ISDN Digital Grade Loop		
RC - Statewide, per month	U1L2X	$24.98
RC - Zone 1, per month (Note 2)	TBD	TBD
RC - Zone 2, per month (Note 2)	TBD	TBD
RC - Zone 3, per month (Note 2)	TBD	TBD
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	U1L2X	$325.91
NRC - Add'l	U1L2X	$251.31
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.34
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop		
RC - Statewide, per month	UAL2X	$14.60
RC - Zone 1, per month (Note 2)	TBD	TBD
RC - Zone 2, per month (Note 2)	TBD	TBD
RC - Zone 3, per month (Note 2)	TBD	TBD
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UAL2X	$504.90
NRC - Add'l	UAL2X	$456.17
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.34
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop		
RC - Statewide, per month	UHL2X	$11.98
RC - Zone 1, per month (Note 2)	TBD	TBD
RC - Zone 2, per month (Note 2)	TBD	TBD
RC - Zone 3, per month (Note 2)	TBD	TBD
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UHL2X	$504.90
NRC - Add'l	UHL2X	$456.17
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.34
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop		
RC - Statewide, per month	UHL4X	$13.97
RC - Zone 1, per month (Note 2)	TBD	TBD
RC - Zone 2, per month (Note 2)	TBD	TBD
RC - Zone 3, per month (Note 2)	TBD	TBD
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UHL4X	$531.35
NRC - Add'l	UHL4X	$482.62
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.34
4-Wire DS1 Digital Loop		
RC - Statewide, per month	USLXX	$62.78
RC - Zone 1, per month (Note 2)	TBD	TBD
RC - Zone 2, per month (Note 2)	TBD	TBD
RC - Zone 3, per month (Note 2)	TBD	TBD
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	USLXX	$714.84
NRC - Add'l	USLXX	$421.47
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$42.19
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$48.31
4-Wire 56 Kbps Dig Grade Loop		
RC - Statewide, per month	UDL56	$32.67
RC - Zone 1, per month (Note 2)	TBD	TBD
RC - Zone 2, per month (Note 2)	TBD	TBD
RC - Zone 3, per month (Note 2)	TBD	TBD
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UDL56	$489.04
NRC - Add'l	UDL56	$337.51
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76

DESCRIPTION	USOC	NC
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.34
4-Wire 64 Kbps Dig Grade Loop		
RC - Statewide, per month	UDL64	$32.67
RC - Zone 1, per month (Note 2)	TBD	TBD
RC - Zone 2, per month (Note 2)	TBD	TBD
RC - Zone 3, per month (Note 2)	TBD	TBD
RC - Zone 4, per month (Note 2)	TBD	NA
NRC - 1st	UDL64	$489.04
NRC - Add'l	UDL64	$337.51
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.34
Loop Channelization System - Digital Loop Carrier	TBD	NA
RC - Loop Channelization System - Digital Loop Carrier	TBD	$315.61
NRC- 1st	TBD	$426.48
NRC- Addl	TBD	$103.42
NRC- Incremental Cost - Manaul Service Order- 1st	TBD	$42.19
NRC- Incremental Cost - Manaul Service Order- Addl	TBD	$12.76
Channel Interface 2-wire voice grade	TBD	$0.89
NRC 1st	TBD	$35.73
NRC Add'l	TBD	$35.49
[redacted]		
2-Wire Analog Line Port (Res., Bus.), per month	UEPRL	$2.19
NRC - 1st	UEPRL	$21.60
NRC - Add'l	UEPRL	$21.60
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
4-Wire Analog VG Port, per month	UEP4A	$8.69
NRC - 1st	UEP4A	$21.69
NRC - Add'l	UEP4A	$21.69
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.85
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.67
2-Wire DID Port, per month	UEPP2	$12.36
NRC - 1st	UEPP2	$81.84
NRC - Add'l	UEPP2	$81.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
4-Wire DS1 Port w/DID capability, per month	UEPDD	$123.65
NRC - 1st	UEPDD	$116.59
NRC - Add'l	UEPDD	$69.92
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
2-Wire ISDN Port(2) (3), per month	U1PMA	$24.50
NRC - 1st	U1PMA	$62.29
NRC - Add'l	U1PMA	$62.29
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$55.30
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$55.30
4-Wire ISDN DS1 Port, per month	UEPEX	$179.75
NRC - 1st	UEPEX	$241.63
NRC - Add'l	UEPEX	$241.63
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$53.89
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$53.89
2-Wire Analog Line Port (PBX), per month	UEPPC	$2.18
NRC - 1st	UEPPC	$21.60
NRC - Add'l	UEPPC	$21.60
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76
Coin Port, per month		$2.59
NRC - 1st		$21.60
NRC - Add'l		$21.60
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$26.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.76

DESCRIPTION	USOC	NC
VERTICAL FEATURES		
Local Switching Features offered with Port, Per month		
Three-Way Calling, per month		$0.89
NRC		$1.51
Customer Changeable Speed Calling, per month		$0.17
NRC		$1.51
Call Waiting		$0.09
NRC		$1.51
Remote Activation of Call Fordwarding, per month		$0.85
NRC		$1.51
Cancel Call Waiting, per month		$0.01
NRC		$1.51
Automatic Callback, per month		$0.66
NRC		$1.51
Automatic Recall, per month		$0.29
NRC		$1.51
Calling Number Delivery, per month		$0.33
NRC		$1.51
Calling Number Delivery Blocking, per month		$0.02
NRC		$1.51
Customer Originated Trace, per month		$0.14
NRC		$1.51
Selective Call Rejection, per month		$0.13
NRC		$1.51
Selective Call Forwarding, per month		$0.28
NRC		$1.51
Selective Call Acceptance, per month		$0.33
NRC		$1.51
Multiline Hunt Service (Rotary)		
Service per line, (in addition to port) , per month		$0.14
NRC		$1.51
Call Forwarding Variable, per month		$0.10
NRC		$1.51
Call Forwarding Busy Line, per month		$0.08
NRC		$1.51
Call Forwarding Don't Answer All Calls, per month		$0.09
NRC		$1.51
Remote Call Forwarding, per month		$0.95
NRC		$1.51
Call Transfer, per month		$0.14
NRC		$1.51
Call Hold, per month		$0.15
NRC		$1.51
Toll Restricted Service, per month		$0.10
NRC		$1.51
Message Waiting Indicator – Stutter Dial Tone, per month		$0.03
NRC		$1.51
Anonymous Call Rejection, per month		$1.29
NRC		$1.51

DESCRIPTION	USOC	NC
Shared Call Appearances of a DN, per month		$0.29
NRC		$1.47
Multiple Call Appearances, per month		$0.07
NRC		$1.47
ISDN Bridged Call Exclusion, per month		$0.0011
NRC		$1.47
Call by Call Access, per month		$19.83
NRC		$33.33
Privacy Release, per month		$0.0041
NRC		$1.51
Multi Appearance Directory Number Calls, per month		$0.13
NRC		$1.51
Make Set Busy, per month		$0.0020
NRC		$1.51
Teen Service (Res. Dist. Alerting Service), per month		$0.26
NRC		$1.51
NRC - Disconnect		NA
Code Restriction and Diversion, per month		$0.09
NRC		$1.51
Call Park, per month		$0.09
NRC		$1.51
Automatic Line, per month		$0.14
NRC		$1.51
ISDN Message Waiting Indication-Lamp, per month		$0.0107
NRC		$1.47
ISDN Feature Function Buttons		NA
NRC		$1.51
Subsequent Ordering Charge – (per order, per line)		NA
NRC - 1st		$5.42
NRC - Add'l		$0.95
NRC - Incremental Charge - Manual Service Order - 1st		$1.89
NRC - Incremental Charge - Manual Service Order - Add'l		NA
NOTES:		
1 In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.		
2 Deaveraged Loop Rates by Zone will be available effective May 1, 2000. The status of rates shown by state is as follows:		
North Carolina - To be decided.		
3 All rates are interim and subject to true-up.		

DESCRIPTION	USOC	NC
INTEROFFICE TRANSPORT		
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	N/A	$0.00001
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00034
Interoffice Channel - Dedicated Transport		
Interoffice Channel - Dedicated Transport - 2-Wire VG - per mile	1L5XX	$0.0282
Interoffice Channel - Dedicated Transport - 2-Wire VG - facility termination per month	U1TV2	$18.00
NRC - 1st	U1TV2	$137.48
NRC - Add'l	U1TV2	$52.58
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$38.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$38.07
Interoffice Channel - Dedicated Transport - DS0 - 56/64 KBPS		
Interoffice Channel - Dedicated Transport - DS0 - per mile per month	1L5XX	$0.0282
Interoffice Channel - Dedicated Transport - DS0 - facility termination per month	U1TD6	$17.40
NRC - 1st	U1TD6	$137.48
NRC - Add'l	U1TD6	$52.58
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$38.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$38.07
Interoffice Channel - Dedicated Transport - DS1		
Interoffice Channel - Dedicated Transport - DS1- per mile per month	1L5XX	$0.5753
Interoffice Channel - Dedicated Transport - DS1 facility termination per month	U1TF1	$71.29
NRC - 1st	U1TF1	$217.17
NRC - Add'l	U1TF1	$163.75
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$38.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$38.07
Interoffice Channel - Dedicated Transport - DS3		
Interoffice Channel - Dedicated Transport - DS3 - per mile per month	1L5XX	$12.98
Interoffice Channel - Dedicated Transport - DS3 - facility termination per month	U1TF3	$720.38
NRC - 1st	U1TF3	$794.94
NRC - Add'l	U1TF3	$579.55
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$91.26
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$91.26
Local Channel - Dedicated Transport		
Local Channel - Dedicated Transport - 2-Wire VG		
Monthly Recurring	ULDV2	$14.82
NRC - 1st	ULDV2	$553.80
NRC - Add'l	ULDV2	$86.69
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$42.17
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$12.76
Local Channel - Dedicated Transport - 4-Wire VG		
Monthly Recurring	ULDD6	$15.87
NRC - 1st	ULDD6	$562.23
NRC - Add'l	ULDD6	$92.67
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$42.17
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$12.76
Local Channel - Dedicated Transport - DS1		
Monthly Recurring	TMECS	$35.68
NRC - 1st	TMECS	$534.48
NRC - Add'l	TMECS	$462.69
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$86.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$1.77
Local Channel - Dedicated Transport – DS3		
Monthly Recurring	ULDF3	$498.87
NRC - 1st	ULDF3	$562.25
NRC - Add'l	ULDF3	$527.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$56.25
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$56.25

DESCRIPTION	USOC	NC
UNBUNDLED LOOP COMBINATIONS		
Unbundled Loop/Port Combinations		
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX	
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	
Zone 1 Unbundled Loop/Port Combinations		
Currently Combined		
Customers with less than 4 DS0 Equivalent		
2-Wire Voice Grade Loop with 2-Wire Line Port		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	TBD	$16.46
RC - 2- Wire Voice Grade Loop	UEPLX	Note 1
RC - Exchange Port - 2-Wire Line Port	TBD	Note 1
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st	USACC	$2.77
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l	USACC	$0.40
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update	TBD	$1.42
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Incremental Manual Service Order	TBD	$10.27
2- Wire Voice Grade Loop with 2 -Wire DID Trunk Port		
RC- 2 Wire Voice Grade Loop with 2 - Wire Line Port	TBD	$23.79
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - 1st	TBD	$13.26
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Addl	TBD	$8.39
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - 1st	TBD	$53.89
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - Addl	TBD	$11.34
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port		
RC- 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port	TBD	$43.45
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	$174.35
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	$174.35
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	$286.15
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port		
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port	TBD	$241.72
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - 1st	TBD	$481.51
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Addl	TBD	$481.51
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	TBD	$36.92
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2way Telephone Numbers	TBD	$1.17
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Outward Telephone Numbers	TBD	$28.17
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward Telephone Numbers	TBD	$56.33
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	$255.25
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port		
RC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port	TBD	$186.23
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	$490.38
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Addl	TBD	$490.38
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DIDTrunk Port - Subsequent Channel Activation - Per Channel	TBD	$146.91
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	$120.96
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	$29.65
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	$127.63
Note 1 - In the absence of ordered rates by a State Commission, the rates for Currently Combined combinations of loop and port network elements will be the sum of the stand alone recurring rates of the UNEs which make up the combinations.		
[redacted]		

BELLSOUTH/BTI RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	NC
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)		
End Office Switching.		
per mou (includes E.O. trunk port shared per MOU)	NA	$0.0017
Tandem Switching		
per mou (includes tandem trunk port - shared per MOU)	N/A	$0.0009
INTEROFFICE TRANSPORT		
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	N/A	$0.00001
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00034
Interoffice Channel Transport - Dedicated - VG		
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XF	$0.0282
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XF	$18.00
NRC - 1st	1L5XF	$137.48
NRC - Add'l	1L5XF	$52.58
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$38.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$38.07
Interoffice Channel Transport - Dedicated - DS0 - 56/64 KBPS		
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XK	$0.0282
Interoffice Transport - Dedicated - DS0 - facility termination per month	1L5XK	$17.40
NRC - 1st	1L5XK	$137.48
NRC - Add'l	1L5XK	$52.58
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$38.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$38.07
Interoffice Channel Transport - Dedicated - DS1		
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XL	$0.5753
Interoffice Transport - Dedicated - DS1 - facility termination per month	1L5XL	$71.29
NRC - 1st	1L5XL	$217.17
NRC - Add'l	1L5XL	$163.75
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$38.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$38.07
Interoffice Channel Transport - Dedicated - DS3		
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XM	$12.98
Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5XM	$720.38
NRC - 1st	1L5XM	$794.94
NRC - Add'l	1L5XM	$579.55
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$91.26
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$91.26
Local Channel - Dedicated		
Local Channel - Dedicated - 2-Wire VG		
Monthly Recurring	TEFV2	$14.82
NRC - 1st	TEFV2	$553.80
NRC - Add'l	TEFV2	$86.69
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$42.17
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$12.76
Local Channel - Dedicated - 4-Wire VG		
Monthly Recurring	TEFV4	$15.87
NRC - 1st	TEFV4	$562.23
NRC - Add'l	TEFV4	$92.67
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$42.17
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$12.76
Local Channel - Dedicated - DS1		
Monthly Recurring	TEFHG	$35.68
NRC - 1st	TEFHG	$534.48
NRC - Add'l	TEFHG	$462.69
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$42.17
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$12.76
Local Channel - Dedicated – DS3		
Monthly Recurring	TEFHJ	$498.87
NRC - 1st	TEFHJ	$562.25
NRC - Add'l	TEFHJ	$527.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$56.25
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$56.25
NOTES:		
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.		

DESCRIPTION	USOC	NC
[redacted]		
RCF, per number ported (Business Line)	TNPBL	$1.66
NRC -	TNPBL	$0.71
RCF, per number ported (Residence Line)	TNPRL	$1.66
NRC	TNPRL	$0.71
RCF, per additional path	N/A	$0.32
RCF, per service order, per location	(↔) Bus = TNPBD Res = TNPRD	
NRC - 1st	TNP↔	$2.73
NRC - Add'l	TNP↔	$2.73
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$43.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$43.07
[redacted]		
DID per number ported, Residence - NRC	TNPDR	$2.25
DID per number ported, Business - NRC	TNPDB	$2.25
DID per service order, per location		
NRC - 1st	TNPRD	$2.73
NRC - Add'l	TNPRD	$2.73
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$43.07
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$43.07
DID, per trunk termination, initial	TNPT2	$11.43
NRC	TNPT2	$217.88
DID, per trunk termination, subsequent	TNPT2	$11.43
NRC	TNPT2	$73.56
NOTES:		
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party		

Exhibit D

EXHIBIT A: BELLSOUTH/BTI RATES – NORTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee (Note 1)	Per request	NA	$1,600.00 Minimum
	Space Preparation Fee			
	Central Office Modification	Per sq. ft.	$1.57	
	Common Systems Modification – Cageless	Per sq. ft.	$3.26	
	Common Systems Modification – Caged	Per cage	$110.79	
	Power	Per nominal –48v DC Amp	$5.76	
	Space Enclosure (Note 2)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$102.76	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$10.44	NA
PE1PJ	Floor Space	Per sq. ft.	$3.45	NA
PE1BD	Cable Installation	Per cable	NA	$2,305.00
PE1PM	Cable Support Structure	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power	Per amp	$6.65	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects (Note 3)	Per cross connect		First/Add'l
PE1P2	2-wire		$0.32	$41.78/$39.23
PE1P4	4-wire		$0.64	$41.91/$39.25
PE1P1	DS-1		$2.34	$71.02/$51.08
PE1P3	DS-3		$42.84	$69.84/$49.43
PE1F2	2-fiber		$15.99	$67.34/$48.55
PE1F4	4-fiber		$28.74	$82.35/$63.56

Exhibit D

NORTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES Fiber	Fiber Cable Support Structure, existing	Per linear ft.	$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1AX	Security Access System Security System*	Per premises	$52.00	
	New Access Card Activation*	Per card		$55.00
PE1AA	Administrative change, existing card*	Per card		$35.00
PE1AR	Replace lost or stolen card	Per card		$250.00
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.10	NA
PE1PF	4-Wire Cross-Connect		$0.19	NA
PE1PG	DS1 Cross-Connect		$0.79	NA
PE1PH	DS3 Cross-Connect		$4.85	NA
PE1B2	2 Fiber Cross-Connect		$39.67	NA
PE1B4	4 Fiber Cross-Connect		$53.49	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$42.92/$25.56
PE1OT	Overtime		NA	$54.51/$32.44
PE1PT	Premium Time		NA	$66.10/$39.32
AEH	Additional Engineering Fee **(Note 5)**	Per request, first half hr/add'l half hr.		First/Add'l Basic Time $31.00/$22.00 Overtime $37.00/$26.00

Exhibit D

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Enclosure Fee**: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

(3) **Cross Connect:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First/Additional
2-wire	$46.53/$43.98
4-wire	$46.64/$43.98
DS-1	$75.72/$55.78
DS-3	$74.54/$54.13

(4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

Exhibit D

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA PHYSICAL COLLOCATION (continued)

(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

Amendment to Interconnection Agreement
by and between BellSouth Telecommunications, Inc.
and Business Telecom, Inc.
dated February 21, 2000

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Business Telecom, Inc. ("BTI") and BellSouth Telecommunications, Inc. ("BellSouth") on February 21, 2000. This Amendment ("Amendment") is made by and between BTI and BellSouth and shall be deemed effective on the date executed by BTI and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BTI and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. **The Agreement is hereby amended to include a new Attachment 11 – Disaster Recovery incorporated herein as Exhibit 1.**

2. **The Parties agree that all other provisions of the Agreement, dated February 21, 2000, shall remain in full force and effect.**

3. **The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Business Telecom, Inc.	**BellSouth Telecommunications, Inc.**
Signature	Signature
Name	Jerry D. Hendrix Name
Title	Senior Director Title
Date	Date

EXHIBIT 1

Attachment 11
BellSouth Disaster Recovery Plan

2000
BELLSOUTH

DISASTER RECOVERY PLANNING

For

CLECS

Subject to the Confidentiality and Proprietary agreement of the General Terms and Conditions of the Interconnection Agreement.
Dated March 2000, Between BTI and BellSouth

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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 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.

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 that 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.

to the Confidentiality and Proprietary agreement of the General Terms and Conditions of the Interconnection Agreement.
Dated March 2000, Between BTI and BellSouth

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 is 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 re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from 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 agencies; 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 agencies;

e) Re-direct 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 agencies; 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 a 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

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
BUSINESS TELECOM, INC.

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Business Telecom, Inc., ("BTI") a North Carolina corporation, and shall be deemed effective as of February 21, 2000. This Agreement may refer to either BellSouth or BTI or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, BTI is or seeks to become an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to resell BellSouth's telecommunications services and/or interconnect their facilities, purchase network elements and other services, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and BTI agree as follows:

1. **Purpose**

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The resale, access and interconnection obligations contained herein enable BTI to provide competing telecommunications service pursuant to the Act, to residential and business subscribers within the territory of BellSouth. The Parties agree that BTI will not be considered to have offered telecommunications services to the public in any state within BellSouth's region until such time as it has ordered services for resale or interconnection facilities for the purposes of providing business and/or residential telecommunications services pursuant to the Act to customers.

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning February 21, 2000, and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

2.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement the parties are negotiating in good faith and have converted the existing agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 2.3 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 BTI pursuant to the terms, conditions and rates set forth in either BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s), or the 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.

3. Ordering Procedures

3.1 BTI shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.

3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered.

3.3 BTI shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

4. Parity

When BTI purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to BTI shall be at least equal in quality to that which BellSouth provides to itself. The quality of the interconnection between the networks of BellSouth and the network of BTI shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by BTI.

5. White Pages Listings

BellSouth shall provide BTI and their customers access to white pages directory listings under the following terms:

5.1 Listings. BTI shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include BTI residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between BTI and BellSouth subscribers.

5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to BTI or its subscribers and BTI will provide subscriber listing information to BellSouth at no charge.

5.3 Procedures for Submitting BTI Subscriber Information. BellSouth will provide to BTI a magnetic tape or computer disk containing the proper format for submitting subscriber listings. BTI will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, on a magnetic tape, computer disk, or other mutually agreed upon means. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

5.4 Unlisted/Non-Published Subscribers. BTI will be required to provide to BellSouth the names, addresses and telephone numbers of all BTI customers that wish to be omitted from directories.

5.5 Inclusion of BTI Customers in Directory Assistance Database. BellSouth will include and maintain BTI subscriber listings in BellSouth's Directory Assistance databases at no charge and BTI shall provide such Directory Assistance listings at no charge. BellSouth and BTI will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

5.6 Listing Information Confidentiality. BellSouth will accord BTI's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to BTI's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff, less the wholesale discount.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to BTI subscribers at no charge.

6. Bona Fide Request/New Business Request Process for Further Unbundling

To the extent BTI is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of BTI, provide to BTI access to its network elements at any technically feasible point for the provision of BTI's telecommunications service where such access is necessary and failure to provide access would impair the ability of BTI to provide services that it seeks to offer. Any request by BTI for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

6.1 A Bona Fide Request/New Business Request shall be submitted in writing to BTI's Account Manager by BTI and shall specifically identify the requested 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 BTI's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. Court Ordered Requests for Call Detail Records and Other Subscriber Information

To the extent technically feasible, BellSouth maintains call detail records for BTI end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for BTI end users for the same length of time it maintains such information for its own end users.

7.1 BTI agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to BTI end users. Billing for such requests will be generated by BellSouth and directed to the bona fide requesting party.

7.2 BTI agrees that in cases where BTI receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to BTI end users, BTI 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.

7.3 In cases where the timing of the response to the law enforcement agency prohibits BTI from having the subpoena or court ordered request redirected to BellSouth by

the law enforcement agency, BTI will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to BTI and bill BTI a reasonable rate for the information. BTI agrees to reimburse BellSouth for the call detail information provided.

7.4 BTI will provide BTI end user and/or other customer information that is available to BTI in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for BTI end user and/or other customer information to BTI for the purpose of providing this information to the law enforcement agency.

8. Liability and Indemnification

8.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible BTI revenues.

8.2 BTI Liability.. In the event that BTI consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of BTI under this Agreement.

8.3 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor BTI shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

8.4 Limitation of Liability.

8.4.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

8.4.2 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 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.

8.4.3 Neither BellSouth nor BTI shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

8.4.4 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.

8.5 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

8.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. BTI is strictly prohibited from any use, including but not limited to in sales, in marketing or

advertising of telecommunications services, of any BellSouth name, service mark or trademark.

9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for 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.

9.3 Indemnification. The Party providing a service pursuant to this Agreement will 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 will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

9.4 Claim of Infringement. 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:

9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

9.4.2 obtain a license sufficient to allow such use to continue.

9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, 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.

9.5 Exception to Obligations. 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.

9.6 Exclusive Remedy. 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.

10. Treatment of Proprietary and Confidential Information

10.1 Confidential Information. It may be necessary for BellSouth and BTI to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and BTI shall receive such Information and not disclose such Information. BellSouth and BTI shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and BTI with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and BTI will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

10.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or BTI to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or BTI; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

11. **Assignments**

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. 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.

12. **Resolution of Disputes**

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

13. **Taxes**

13.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not 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 or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

13.2.2 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.

13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

13.3.1 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.

13.3.2 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.

13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, 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 payable, 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 any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

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

13.3.5 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.

13.3.6 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 thereon, or other 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.

13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party

13.4.1 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.

13.4.2 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.

13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate 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 or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

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

13.4.5 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.

13.4.6 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 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.

13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in

no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.5 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.

14. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

15. Year 2000 Compliance

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

16. Modification of Agreement

16.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to BTI any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning

such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. 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.

16.2 If BTI changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of BTI to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

16.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

16.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

16.5 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of BTI or BellSouth to perform any material terms of this Agreement, BTI or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 12.

16.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

17. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter

to insist upon the specific performance of any and all of the provisions of this Agreement.

18. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

19. **Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

20. **Notices**

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

BTI

Anthony M. Copeland
Executive Vice President and General Counsel
4300 Six Forks Road
Raleigh, North Carolina 27609

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3 BellSouth shall provide BTI notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

21. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24. Implementation of Agreement

If BTI is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

25. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, BTI shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by BTI.

26. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by BTI. BTI shall elect said services by written request to its Account Manager if applicable.
Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.

Signature

Jerry Hendrix
Name

Senior Director
Title

2-21-00
Date

Business Telecom, Inc.

Signature

Anthony M. Copeland
Name

Executive Vice President/General Counsel
Title

February 16, 2000
Date

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Centralized Message Distribution System is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Information Service means the 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.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Intermediary function is defined as the delivery of traffic from BTI; a CLEC other than BTI or another telecommunications carrier through the network of BellSouth or BTI to an end user of BTI; a CLEC other than BTI or another telecommunications carrier.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

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 as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or terminates to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic. Until the FCC determines in a final and non-appealable order ("Order"), whether enhanced service provider ("ESP") and information service provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined, except as noted below. The Parties will adjust, if necessary, their mutual compensation billing for Local Traffic termination to reflect FCC's Order. The period of adjustment shall be from the effective date of the Agreement to the date the Order becomes final and non-appealable. The Parties will, in the interim, pay for Local (non-ISP/ESP) Traffic as specified in this Agreement. The Parties agree to provide fair and equitable treatment under this Agreement, and neither Party shall knowingly discriminate against the other Party for payment of reciprocal compensation for all Local Traffic.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing ("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.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement.

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between BTI designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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.

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.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

Attachment 1

Resale

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RESALE

1. Discount Rates

The rates pursuant by which BTI is to purchase 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 Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

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

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

2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

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

2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.

2.7 RESALE means an activity wherein a certificated CLEC, such as BTI subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").

2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as BTI, may offer resold local exchange telecommunications service.

3. General Provisions

3.1 BTI may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

3.2 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves 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.

3.3 BTI may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.3.1 BTI must resell services to other end users.

3.3.2 BTI must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.3.3 BTI cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

3.4 The provision of services by BellSouth to BTI does not constitute a joint undertaking for the furnishing of any service.

3.5 BTI will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from BTI for all services.

3.6 BTI will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.

3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

3.8 BellSouth maintains the right to serve directly any end user within the service area of BTI. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of BTI.

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

3.10 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. BTI has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business.

3.11 For the purpose of the resale of BellSouth's telecommunications services by BTI, BellSouth will provide BTI with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. BTI acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that BTI cancel its reservations of numbers. BTI shall comply with such request.

3.12 Further, upon BTI's request, and for the purpose of the resale of BellSouth's telecommunications services by BTI, BellSouth will reserve up to 100 telephone numbers per CLLIC, for BTI's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. BTI 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 BTI's reasonable need in that particular CLLIC.

3.13 BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to BTI.

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

3.15 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

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

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

3.18 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users. Law enforcement agency subpoenas and court orders regarding end users of BTI will be directed to BTI. BellSouth will bill BTI for implementing any requests by law enforcement agencies regarding BTI end users.

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

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

3.19.2 Cause damage to BellSouth's plant;

3.19.3 Impair the privacy of any communications; or

3.19.4 Create hazards to any BellSouth employees or the public.

3.20 BTI assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by BTI.

3.21 Facilities and/or equipment utilized by BellSouth to provide service to BTI remain the property of BellSouth.

3.22 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.

3.23 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition,

BTI shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, BTI shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that BTI and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.24 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.

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

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

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

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

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

3.28 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 Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

4. BellSouth's Provision of Services to BTI

4.1 BTI agrees that its resale of BellSouth services shall be as follows:

4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

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

4.1.3 BellSouth reserves the right to periodically audit services purchased by BTI to establish authenticity of use. Such audit shall not occur more than once in a calendar year. BTI shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

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

4.3 BTI may resell services only within the specific resale service area as defined in its certificate.

4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

5. Maintenance of Services

5.1 BTI will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

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

5.4 BTI accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.5 BTI will be BellSouth's single point of contact for all repair calls on behalf of BTI's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

5.6 BTI will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.7 For all repair requests, BTI accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.8 BellSouth will bill BTI for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.9 BellSouth reserves the right to contact BTI's end users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, BTI will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for BTI'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. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.

6.2 Service orders will be in a standard format designated by BellSouth.

6.3 When notification is received from BTI that a current end user of BellSouth will subscribe to BTI's service, standard service order intervals for the appropriate class of service will apply.

6.4 BellSouth will not require end user confirmation prior to establishing service for BTI's end user customer. BTI must, however, be able to demonstrate end user authorization upon request.

6.5 BTI 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 BTI to BellSouth or will accept a request from another CLEC for conversion of the end user's service from BTI to the other LEC. BellSouth will notify BTI that such a request has been processed.

6.6 If BellSouth determines that an unauthorized change in local service to BTI has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess BTI as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to BTI. These charges can be adjusted if BTI provides satisfactory proof of authorization.

6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.

6.7.3 Such security deposit may not exceed two months' estimated billing.

6.7.4 The fact that a security deposit has been made in no way relieves BTI from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.7.6 In the event that BTI defaults on its account, service to BTI will be terminated and any security deposits held will be applied to its account.

6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7. Payment And Billing Arrangements

7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for BTI. BTI is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

7.2 BellSouth shall bill BTI on a current basis all applicable charges and credits.

7.3 Payment of all charges will be the responsibility of BTI. BTI shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by BTI from BTI's end user. BellSouth will not become involved in billing disputes that may arise between BTI and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

7.4 BellSouth will render bills each month on established bill days for each of BTI's accounts.

7.5 BellSouth will bill BTI in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill BTI, and BTI will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.

7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If

payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.

7.6.2 If BTI requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to BTI.

7.6.3 Billing Disputes

7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the 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. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution

7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7 Upon proof of tax exempt certification from BTI, the total amount billed to BTI will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. BTI will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to BTI's end user.

7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. BTI will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.

7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to BTI

7.10 BellSouth will not perform billing and collection services for BTI as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

7.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill BTI end user common line charges identical to the end user common line charges BellSouth bills its end users.

7.12 In general, BellSouth will not become involved in disputes between BTI and BTI's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, BTI 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 BTI to resolve the matter in as timely a manner as possible. BTI may be required to submit documentation to substantiate the claim.

8. Discontinuance of Service

8.1 The procedures for discontinuing service to an end user are as follows:

8.1.1 Where possible, BellSouth will deny service to BTI's end user on behalf of, and at the request of, BTI. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of BTI.

8.1.2 At the request of BTI, BellSouth will disconnect a BTI end user customer.

8.1.3 All requests by BTI for denial or disconnection of an end user for nonpayment must be in writing.

8.1.4 BTI will be made solely responsible for notifying the end user of the proposed disconnection of the service.

8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise BTI when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by BTI and/or the end user against any claim, loss or damage arising from providing this information to BTI. It is the responsibility of BTI to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to BTI are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by BTI of the rules and regulations of BellSouth's Tariffs.

8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to BTI, 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 BellSouth may, at the same time, give thirty days notice to the person designated by BTI to receive notices of noncompliance, and discontinue the provision of existing services to BTI at any time thereafter.

8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and BTI's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to BTI without further notice.

8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, BTI's services will be discontinued. Upon discontinuance of service on a BTI's account, service to BTI's end users will be denied. BellSouth will also reestablish service at the request of the end user or BTI upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. BTI is solely responsible for notifying the end user of the proposed disconnection of the service.

8.2.6 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.

9. Line Information Database (LIDB)

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

9.2 BellSouth will provide LIDB Storage upon written request to BTI Account Manager stating requested activation date.

10. RAO Hosting

10.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.

10.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

11. Optional Daily Usage File (ODUF)

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.

11.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit F. Rates for EODUF are as set forth in Exhibit H of this Attachment.

12.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

13. Calling Name Delivery (CNAM) Database Service

13.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit G. Rates for CNAM are as set forth in Exhibit H of this Attachment.

13.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

EXHIBIT A
Page 1

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by BTI for the purposes of resale to BTI 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%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

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

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	**Electronic** **Per LSR received from the CLEC by one of the OSS interactive interfaces**	**Manual** **Per LSR received from the CLEC by means other than one of the OSS interactive interfaces**
OSS LSR Charge	**$3.50**	**$19.99**
USOC	**SOMEC**	**SOMAN**

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

BTI will incur an OSS charge for an accepted LSR that is later canceled by BTI.

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

Threshold Billing Plan

The Parties agree that BTI will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

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 4	Note 4	Yes	Yes
6. 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7. N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8. AdWatch℠ Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9. MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10. Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11. Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12. Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13. 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	Note 3
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	No	No	No	No	Yes	Yes
8. AdWatch℠ Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No
9. MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
10. Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11. Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12. Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

13.	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. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
   (a) the stated tariff rate, less the wholesale discount;
   (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6. AdWatch℠ Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of BTI and pursuant to which BellSouth, its LIDB customers and BTI shall have access to such information. BTI understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of BTI, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:
1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify BTI of fraud alerts so that BTI may take action it deems appropriate. BTI understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by BTI pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to BTI for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

BTI understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. BTI further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, BTI understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on BTI's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate BTI's data from BellSouth's data and the Parties to

this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) BTI agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for BTI's end user accounts which are resident in LIDB pursuant to this Agreement. BTI authorizes BellSouth to place such charges on BTI's bill from BellSouth and agrees that it shall pay all such charges. Charges for which BTI hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for ch services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.

(c) BTI shall have the responsibility to render a billing statement to its end users for these charges, but BTI's obligation to pay BellSouth for the charges billed shall be independent of whether BTI is able or not to collect from BTI's end users.

(d) BellSouth shall not become involved in any disputes between BTI and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to BTI. It shall be the responsibility of BTI and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. BTI will not be charged a fee for storage services provided by BellSouth to BTI, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by BTI. BTI shall have the right to have BellSouth contest with the imposing jurisdiction, at BTI's expense, any such taxes that BTI deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. BTI agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and BTI further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

D. This Agreement constitutes the entire Agreement between BTI and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BellSouth"), and BTI ("BTI"), effective the _____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for BTI's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by BTI, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

B. Special billing number - a ten digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BellSouth.

E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the BTI.

F. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

J. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the BTI.

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The BTI will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of BTI. BellSouth will not issue line-based calling cards in the name of BTI's individual end users. In the event that BTI wants to include calling card numbers assigned by the BTI in the BellSouth LIDB, a separate agreement is required.

C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

2. Determine whether the BTI has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO Hosting

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to BTI by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

2. BTI shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3. Applicable compensation amounts will be billed by BellSouth to BTI on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4. BTI must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from BTI to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of BTI and will coordinate all associated conversion activities.

5. BellSouth will receive messages from BTI that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from BTI.

7. All data received from BTI that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

8. All data received from BTI that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

9. BellSouth will receive messages from the CMDS network that are destined to be processed by BTI and will forward them to BTI on a daily basis.

10. Transmission of message data between BellSouth and BTI will be via CONNECT:Direct.

11. All messages and related data exchanged between BellSouth and BTI will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

12. BTI will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

13. Should it become necessary for BTI to send data to BellSouth more than sixty (60) days past the message date(s), BTI 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 BTI to notify all affected Parties.

14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or BTI) identified and agreed to, the company responsible for creating the data (BellSouth or BTI) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

15. Should an error be detected by the EMI format edits performed by BellSouth on data received from BTI, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify BTI of the error condition. BTI 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, BTI will resend these

packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16. In association with message distribution service, BellSouth will provide BTI with associated intercompany settlements reports (CATS and NICS) as appropriate.

17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

18. RAO Compensation

18.1 Rates for message distribution service provided by BellSouth for BTI are as set forth in Exhibit A to this Attachment.

18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .

18.3 Data circuits (private line or dial-up) will be required between BellSouth and BTI for the purpose of data transmission. Where a dedicated line is required, BTI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. BTI 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 BTI. Additionally, all message toll charges associated with the use of the dial circuit by BTI will be the responsibility of BTI. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

18.4 All equipment, including modems and software, that is required on the BTI end for the purpose of data transmission will be the responsibility of BTI.

19. Intercompany Settlements Messages

19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by BTI 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 BTI and the involved company(ies), unless that company is participating in NICS.

19.2 Both traffic that originates outside the BellSouth region by BTI and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by BTI, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by BTI, involves a company other than BTI, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

19.3 Once BTI 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.

19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of BTI. BellSouth will distribute copies of these reports to BTI on a monthly basis.

19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of BTI. BellSouth will distribute copies of these reports to BTI on a monthly basis.

19.6 BellSouth will collect the revenue earned by BTI from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of BTI. BellSouth will remit the revenue billed by BTI to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on BTI. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to BTI via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

19.7 BellSouth will collect the revenue earned by BTI within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of BTI. BellSouth will remit the revenue billed by BTI within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to BTI via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and BTI agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

Optional Daily Usage File

1. Upon written request from BTI, BellSouth will provide the Optional Daily Usage File (ODUF) service to BTI pursuant to the terms and conditions set forth in this section.

2. BTI shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a BTI customer.

   Charges for delivery of the Optional Daily Usage File will appear on BTIs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5. Messages that error in BTI's billing system will be the responsibility of BTI. If, however, BTI should encounter significant volumes of errored messages that prevent processing by BTI within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to BTI:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages

- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to BTI.

6.1.4 In the event that BTI detects a duplicate on Optional Daily Usage File they receive from BellSouth, BTI will drop the duplicate message (BTI will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to BTI via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and BTI for the purpose of data transmission. Where a dedicated line is required, BTI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. BTI 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 BTI. Additionally, all message toll charges associated with the use of the dial circuit by BTI will be the responsibility of BTI. 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 BTI end for the purpose of data transmission will be the responsibility of BTI.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to BTI which BellSouth RAO that is sending the message. BellSouth and BTI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by BTI and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 BTI 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. BTI will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to BTI by BellSouth.

6.5 Control Data

BTI will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate BTI 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 BTI for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from BTI, BellSouth shall send test files to BTI 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 BTI set up a production (LIVE) file. The live test may consist of BTI's employees making test calls for the types of services BTI requests on the Optional Daily Usage File. These test calls are logged by BTI, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from BTI, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to BTI pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2. The BTI shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on BTIs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6. Messages that error in the billing system of BTI will be the responsibility of BTI. If, however, BTI should encounter significant volumes of errored messages that prevent processing by BTI within its systems, BellSouth will work with BTI to determine the source of the errors and the appropriate resolution.

7. The following specifications shall apply to the Optional Daily Usage Feed.

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to BTI:

Customer usage data for flat rated local call originating from BTI's end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class

Message Type
Billing Indicators
Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to BTI.

7.1.3 In the event that BTI detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, BTI will drop the duplicate message (BTI will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to BTI over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among BTI'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).

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and BTI for the purpose of data transmission. Where a dedicated line is required, BTI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. BTI 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 BTI. Additionally, all message toll charges associated with the use of the dial circuit by BTI will be the responsibility of BTI. 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 BTI's end for the purpose of data transmission will be the responsibility of BTI.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to BTI which BellSouth RAO that is sending the message. BellSouth and BTI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by BTI and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides BTI the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. ATTACHMENT

2.1 This Attachment contains the terms and conditions where BellSouth will provide to BTI access to the BellSouth CNAM SCP for query or record storage purposes.

BTI shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to BTI's access to BellSouth's CNAM Database Services and shall be addressed to BTI's Account Manager.

3. PHYSICAL CONNECTION AND COMPENSATION

3.1 BellSouth's provision of CNAM Database Services to BTI requires interconnection from BTI to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, BTIshall provide its own CNAM SSP. BTI's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If BTI elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that BTI desires to query.

3.4 Out-Of-Region Customers. If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the parties and writing shall, by this reference become an integral part of this Agreement.

4. CNAM RECORD INITIAL LOAD AND UPDATES

4.1 The mechanism to be used by BTI for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by BTI in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of BTI to provide accurate information to BellSouth on a current basis.

4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.3 BTI CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulation.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.

1.2 BellSouth shall, upon request of BTI, and to the extent technically feasible, provide to BTI access to its network elements for the provision of BTI's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.3 BTI may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner BTI chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by BTI for combining to the designated BTI collocation space. The network elements shall be provided as set forth in this Attachment.

1.4 BellSouth will provide the following combined network elements for purchase by BTI. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:

- SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common (shared) transport
- Port and vertical features
- SL2 Loop with loop concentration
- Port and common (shared) transport
- SL2 Loop and LNP

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.6 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.7 BTI will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1 Unbundled Loops

2.1.1 Definition

2.1.2 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office up to the termination at the NID at the customer's premise. Each loop will be provisioned with a NID.

2.1.3 The provisioning of service to a CLEC 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.

2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and BTI advised.

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which BTI requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. BTI may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If BTI specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS 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.

2.1.7 Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by BTI, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply. If BTI cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.

2.1.8 If BTI modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by BTI.

2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. 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 BTI 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.

2.1.10 SL2 loops shall have test points, will be designed with a Design Layout Record provided to BTI, and will be provided with Order Coordination. The OC feature will allow BTI to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases,

BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.1.11 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).

2.1.12 As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow BTI the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.13 BTI will be responsible for testing and isolating troubles on the loops. Once BTI has isolated a trouble to the BellSouth provided loop, BTI will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.1.14 If BTI reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge BTI for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.15 If BTI reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge BTI for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.15.1 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6,000 ft of bridge tap in addition to the loop itself.

2.1.15.2 The UCL loop will be a designed circuit, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

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

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

2.1.15.5 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.

2.1.2 Technical Requirements

2.1.3 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet the CLEC's request.

2.1.3.1 BTI 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.

2.1.3.2 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by BTI will be consistent with industry standards and BellSouth's TR73600.

2.1.3.3 BTI may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if BTI orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by BTI using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

2.1.3.4 In some instances, BTI will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that BTI can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. BTI will determine the type of service that will be provided over the loop. In some cases, BTI may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special

Construction process will be used to determine the costs and feasibility of these activities.

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

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

2.1.3.7 In addition, BTI recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that BTI has placed on the loop. If this occurs, BellSouth will work cooperatively with BTI to restore the circuit to its previous modified status as quickly as possible. BTI will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

2.1.4 The loop shall be provided to BTI in accordance with the following Technical References:

2.1.4.1 BellSouth's TR73600, Unbundled Local Loop Technical Specification

2.1.4.2 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.1.4.3 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

2.1.4.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.1.4.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

2.2 **Integrated Digital Loop Carriers**

2.2.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit BTI to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide BTI with the

capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. BTI will then have the option of paying the one-time SC rates to place the loop facilities or BTI may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.3 **Network Interface Device**

2.3.1 Definition

2.3.1.1 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 at the end user customer's premises. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the end user customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

2.3.2 Technical Requirements

2.3.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

2.3.2.2 The NID shall be capable of transferring electrical analog or digital signals between the end user customer's inside wiring and the Distribution Media.

2.3.2.3 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 will also be free of rust or corrosion and have continuity relative to ground.

2.3.2.4 The NID shall be capable of withstanding all normal local environmental variations.

2.3.2.5 Where feasible, the NID shall be physically accessible to BTI designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, BTI shall obtain entrance permission directly from the end user.

2.3.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, BTI may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow BTI to

disconnect the BellSouth loop from the BellSouth NID in order to connect BTI's loop to the BellSouth NID. In these cases, BTI accepts all liability associated with this process and it is BTI's responsibility to make sure the disconnected BellSouth loop is properly grounded.

2.3.3 Interface Requirements

2.3.3.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

2.3.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

2.3.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

2.3.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

2.3.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance."

2.4 **Unbundled Loop Concentration (ULC) System**

2.4.1 BellSouth will provide to BTI Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.4.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to BTI at BTI's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.5 **Sub-loop Elements**

2.5.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its voice grade Unbundled Sub-

Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements.

2.5.2 Unbundled Sub-Loop (USL)

2.5.2.1 Definition

2.5.2.1.1 The voice grade Unbundled Sub-Loop provides connectivity between the NID component of the sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure or remote terminal. Riser cable that extends from BellSouth's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as voice grade 2-wire or 4-wire circuits and will include a NID.

2.5.2.1.2 The Unbundled Sub-Loop will consist of a copper twisted pair. In areas with fiber distribution, Unbundled Sub-Loops cannot be provided.

2.5.3 Requirements for All Unbundled Sub-Loops

2.5.3.1 Voice grade Unbundled Sub-Loops were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils which are necessary for transmission of voice grade services. The voice grade Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.5.3.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, BTI would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to BTI's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. BTI'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 sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.

2.5.3.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where BTI has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in section 2.5.3.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.5.3.4) to

accommodate BTI's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. BTI will then have the option of paying the one-time SC charge to modify the facilities to meet BTI's request.

2.5.3.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.

2.5.4 Interface Requirements

2.5.4.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical reference:

2.5.4.1.1 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1,1994;

2.5.5 Unbundled Sub-Loop Concentration System (USLC)

2.5.5.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to BTI with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into BTI's collocation space. TR-008 and TR303 interface standards are available.

2.5.5.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of BTI's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of BTI's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

2.5.5.3 In these scenarios BTI would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel

within the BellSouth RT/cross-box and would allow BTI's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.5.6 Unbundled Network Terminating Wire (UNTW)

2.5.6.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to BTI pursuant to the following terms and conditions at rates as set forth in this Attachment.

2.5.6.2 Definition

2.5.7 UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU) complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (NID).

2.5.8 Requirements

2.5.8.1 BellSouth will retain the first pair of NTW going into each end user premises. BellSouth will offer spare pairs that are available to an end users premises to BTI. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of BTI's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to BTI. If after BellSouth has relinquished the first pair to BTI and the end user decides to change local service providers to BellSouth, BTI will relinquish the first pair back to BellSouth.

2.5.8.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, BTI agrees to surrender their spare pair(s) upon request by BellSouth.

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

2.5.8.4 If BTI has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to BTI's NTW to provide local exchange service to the end user, then BTI agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.

2.5.8.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction,

BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.

2.5.9 Technical Requirements

2.5.9.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a cross-connect panel designed for CLEC access to BellSouth's NTW. BTI will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel. BTI will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

2.6 **Dark Fiber**

2.6.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Georgia, BellSouth is not required to construct the fiber if it is not available. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. In all other states, BellSouth is not required to place the fibers if there are no fibers available.

2.6.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

2.6.3 Requirements

2.6.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to BTI pursuant to the prices set forth in this Attachment.

2.6.3.2 BTI may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.6.3.3 BellSouth shall use its best efforts to provide to BTI 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 BTI ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

2.6.3.4 BellSouth shall use its best efforts to make Dark Fiber available to BTI within thirty (30) business days after it receives written confirmation from BTI that the Dark Fiber previously deemed available by BellSouth is wanted for use by BTI. This includes identification of appropriate connection points (e.g., Light Guide

Interconnection (LGX) or splice points) to enable BTI to connect or splice BTI provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.7 **Rates**

The prices that BTI shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

2.8 **Operational Support Systems (OSS)**

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

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

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99 SOMAN

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

2.8.1 Denial/Restoral OSS Charge

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

2.8.2 Cancellation OSS Charge

BTI will incur an OSS charge for an accepted LSR that is later canceled by BTI.

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

2.8.3 Network Elements and Other Services Manual Additive

2.8.3.1 The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

2.8.4 Threshold Billing Plan

The Parties agree that BTI will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

3. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

3.1 Local Switching

3.1.1 Definition

Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP)) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to BTI's transport facilities, dedicated facilities and systems, shall be unbundled from all other Network Elements and other services, i.e., Operator Systems, Common (Shared) Transport, and Dedicated Transport. BellSouth and BTI shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

3.1.1.1 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by BTI. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

3.1.1.2 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to BTI purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. BTI customers may use the same dialing arrangements as BellSouth customers, but obtain a BTI branded service.

3.1.2 Technical Requirements

3.1.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

3.1.2.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).

3.1.2.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

3.1.2.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by BTI will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

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

3.1.2.6 BellSouth shall activate service for an BTI customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to BTI's services without loss of switch feature functionality as defined in this Agreement.

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

3.1.2.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

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

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

3.1.2.11 Special Services provided by BellSouth will include the following:

3.1.2.11.1 Telephone Service Prioritization;

3.1.2.11.2 Related services for handicapped;

3.1.2.11.3 Soft dial tone where required by law; and

3.1.2.11.4 Any other service required by law.

3.1.2.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

3.1.2.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

3.1.2.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to BTI, upon a reasonable request from BTI. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

3.1.2.15 BellSouth shall offer Local Switching that provides 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:

3.1.2.15.1 Basic and primary rate ISDN;

3.1.2.15.2 Residential features;

3.1.2.15.3 Customer Local Area Signaling Services (CLASS/LASS);

3.1.2.15.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

3.1.2.15.5 Advanced intelligent network triggers supporting BTI and BellSouth service applications.

3.1.3 BellSouth shall offer to BTI all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

3.1.3.1.1.1 Off-Hook Immediate

3.1.3.1.1.2 Off-Hook Delay

3.1.3.1.1.3 Termination Attempt

3.1.3.1.1.4 6/10 Public Office Dialing Plan

3.1.3.1.1.5 Feature Code Dialing

3.1.3.1.1.6 Customer Dialing Plan

3.1.3.1.2 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to BTI:

3.1.3.1.2.1 Private EAMF Trunk

3.1.3.1.2.2 Shared Interoffice Trunk (EAMF, SS7)

3.1.3.1.2.3 N11

3.1.3.1.2.4 Automatic Route Selection

3.1.3.2 Where capacity exists, BellSouth shall assign each BTI customer line the class of service designated by BTI (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from BTI customers to BTI directory assistance operators at BTI's option.

3.1.3.3 Where capacity exists, BellSouth shall assign each BTI customer line the class of services designated by BTI (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from BTI customers to BTI operators at BTI's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an BTI Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

3.1.3.4 Local Switching shall be offered in accordance with the requirements of the following technical references:

3.1.3.4.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

3.1.3.4.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

3.1.3.4.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

3.1.3.4.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.

3.1.4 Interface Requirements

3.1.4.1 BellSouth shall provide the following interfaces to loops:

3.1.4.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

3.1.4.3 Coin phone signaling;

3.1.4.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

3.1.4.5 Two-wire analog interface to PBX;

3.1.4.5.1 Four-wire analog interface to PBX;

3.1.4.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

3.1.4.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

3.1.4.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

3.1.4.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

3.1.4.10 BellSouth shall provide access to the following but not limited to:

3.1.4.11 SS7 Signaling Network or Multi-Frequency trunking if requested by BTI;

3.1.4.12 Interface to BTI operator services systems or Operator Services through appropriate trunk interconnections for the system; and

3.1.4.13 Interface to BTI Directory Assistance Services through the BTI switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other BTI required access to interexchange carriers as requested through appropriate trunk interfaces.

3.2 **Tandem Switching**

3.2.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

3.2.2 Technical Requirements

3.2.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

3.2.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

3.2.2.1.2 Tandem Switching will provide screening as jointly agreed to by BTI and BellSouth;

3.2.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

3.2.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by BTI;

3.2.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

3.2.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

3.2.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

3.2.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

3.2.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

3.2.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

3.2.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by BTI. Tandem Switching will provide recording of all billable events as jointly agreed to by BTI and BellSouth.

3.2.2.1.10 Upon a reasonable request from BTI, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all

its interconnections. The results and reports of the testing shall be made immediately available to BTI.

3.2.2.1.11 BellSouth shall maintain BTI's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

3.2.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

3.2.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by BTI and BellSouth.

3.2.2.1.14 Tandem Switching shall process originating toll-free traffic received from BTI's local switch.

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

3.2.2.2 Interface Requirements

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

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

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

3.2.2.2.4 Tandem Switching shall interconnect with BTI's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At BTI's request, Tandem Switching shall record and keep records of traffic for billing.

3.2.2.2.5 Tandem Switching shall provide an alternate final routing pattern for BTI's traffic overflowing from direct end office high usage trunk groups.

3.2.2.3 Tandem Switching shall meet or exceed (i.e., be more favorable to BTI) each of the requirements for Tandem Switching set forth in the following technical references:

3.2.2.3.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

3.2.2.3.2 GR-905-CORE covering CCSNIS;

3.2.2.4 GR-1429-CORE for call management features; and
GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection.

3.3 **Rates**

The prices that BTI shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

3.4 **Operational Support Systems (OSS)**

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

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

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99 SOMAN

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

3.4.1 Denial/Restoral OSS Charge

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

3.4.2 Cancellation OSS Charge

BTI will incur an OSS charge for an accepted LSR that is later canceled by BTI.

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

3.4.3 Network Elements and Other Services Manual Additive

3.4.3.4 The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

3.4.4 Threshold Billing Plan

The Parties agree that BTI will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

4. **Transport and Dark Fiber**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

4.1 **Transport**

4.1.1 Definition of Common (Shared) Transport

Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

4.1.2 Technical Requirements of Common (Shared) Transport

4.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

4.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

4.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

4.1.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

4.1.2.5 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

4.1.2.6 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

4.1.2.7 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

4.1.2.8 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

4.1.2.9 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

4.1.2.10 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

4.1.2.11 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

4.1.2.12 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

4.1.2.13 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

4.1.2.14 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

4.1.2.15 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

4.1.2.16 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

4.1.2.17 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

4.1.2.18 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

4.1.2.19 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

4.1.2.20 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

4.1.2.21 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

4.1.2.22 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

4.1.2.23 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

4.1.2.24 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

4.1.2.25 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

4.1.2.26 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

4.1.2.27 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

4.1.2.28 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

4.1.2.29 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;

4.1.2.30 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

4.1.2.31 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

4.1.2.32 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

4.2 **Dedicated Transport**

4.2.1 Definitions

4.2.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire

centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

4.2.3 Unbundled Local Channel

4.2.4 Unbundled Local Channel is the dedicated transmission path between BTI's Point of Presence and the BellSouth Serving Wire Center's collocation.

4.2.5 Unbundled Interoffice Channel.

4.2.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

4.2.7 BellSouth shall offer Dedicated Transport in each of the following ways:

4.2.7.1 As capacity on a shared UNE facility.

4.2.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to BTI. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

4.2.8 When Dedicated Transport is provided it shall include:

4.2.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

4.2.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

4.2.9 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates.

4.2.10 Technical Requirements

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

4.2.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1,DS3) shall be dedicated to BTI designated traffic.

4.2.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.

4.2.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer

Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

4.2.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

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

4.2.10.6.1 DS0 Equivalent;

4.2.10.6.2 DS1 (Extended SuperFrame - ESF);

4.2.10.6.3 DS3 (signal must be framed);

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

4.2.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by BTI.

4.2.11 National References:

4.2.11.1 ANSI T1.101-1994 American National Standard for Telecommunications – *Synchronization Interface for Digital Networks*;

4.2.11.2 ANSI T1.105-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Basic Description including Multiplex Structure, Rates, and Formats;*

4.2.11.3 ANSI T1.105.01-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Automatic Protection Switching*;

4.2.11.4 ANSI T1.105.02-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Payload Mappings;*

4.2.11.5 ANSI T1.105.03-1994 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces;*

4.2.11.6 ANSI T1.105.03a-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces – DS1 Supplement*;

4.2.11.7 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*;

4.2.11.8 ANSI T1.403-1995 American National Standard for Telecommunications – *Network-to-Customer Installation – DS1 Metallic Interface*;

4.2.11.9 ANSI T1.404-1994 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification*;

4.2.11.10 ANSI T1.404a-1996 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification (supplement)*;

4.2.11.11 IEC 825-1 Safety of Laser Products, Part 1: Equipment classifications, requirements and user's guide, First Edition, 1999-11;

4.2.11.12 IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09;

4.2.11.13 ANSI T1.102-1993, American National Standard for Telecommunications – *Digital Hierarchy – Electrical Interfaces*;

4.2.11.14 ANSI T1.107-1995, American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*;

4.2.11.15 Telecordia (formerly Bellcore) Technical Documents:

4.2.11.15.1 GR-20-CORE Generic Requirements for Optical Fiber and Optical Fiber Cables, Issue 1, December 1994;

4.2.11.15.2 GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, Issue 1, December 1994;

4.2.11.15.3 GR-342-CORE High-Capacity Digital Special Access Service Transmission Parameter Limits and Interface Combination, Issue 1, December 1995;

4.2.11.15.4 GR-436-CORE Digital Network Synchronization Plan, Issue 1, June 1994

4.2.11.15.5 GR-1365-CORE SONET Private Line Service Interface Generic Criteria for End Users, Issue 1, December 1994;

4.2.11.15.6 Telecordia (formerly Bellcore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

4.2.11.15.7 Telecordia (formerly Bellcore) GR-820-CORE, Generic Transmission Surveillance; DS1 & DS3 Performance;

4.2.11.15.8 Telecordia (formerly Bellcore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telecordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

4.2.11.15.9 Telecordia (formerly Bellcore) GR-342-CORE, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 December 1995;

4.2.11.15.10 Telecordia (formerly Bellcore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;

4.2.11.15.11 Telecorida (formerly Bellcore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1, August 1987;

4.2.11.15.12 BellSouth Technical References:

4.2.11.15.13 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

4.2.11.15.14 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

4.2.11.15.15 TR 73525 MegaLink®Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

4.3 Dark Fiber

4.3.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Georgia, BellSouth is not required to construct the fiber if it is not available. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. In all other states, BellSouth is not required to place the fibers if there are no fibers available. The Parties agree that Dark Fiber will be used in the provisioning of local service.

4.3.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

4.3.3 Requirements

4.3.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to BTI pursuant to the prices set forth in this Attachment.

4.3.3.2 BTI may test the quality of the Dark Fiber to confirm its usability and performance specifications.

4.3.3.3 BellSouth shall use its best efforts to provide to BTI 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 BTI ("Request"). Within such time period, BellSouth shall sendwritten confirmation of availability of the Dark Fiber ("Confirmation").

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

4.4 **Rates**

The prices that BTI shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

4.5 **Operational Support Systems (OSS)**

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

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

4.5.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99 SOMAN

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

4.5.2 Denial/Restoral OSS Charge

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

4.5.3 Cancellation OSS Charge

BTI will incur an OSS charge for an accepted LSR that is later canceled by BTI.

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

4.5.4 Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

4.5.5 Threshold Billing Plan

The Parties agree that BTI will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

5. **BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

5.1 **BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database**

5.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by BTI. BellSouth shall provide 8XX TFD in accordance with the following:

5.1.2 Technical Requirements

5.1.2.1 BellSouth shall provide BTI with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

5.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by BTI.

5.1.2.3 The SCP shall also provide, at BTI's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

5.1.2.3.1 Network Management;

5.1.2.3.2 Customer Sample Collection; and

5.1.2.3.3 Service Maintenance.

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

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

5.1 **Rates**

The prices that BTI shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

6. Line Information Database (LIDB)

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.

6.1 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

6.1.1 Definition

6.1.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides 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 BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

6.1.3 Technical Requirements

6.1.4 BellSouth will offer to BTI any additional capabilities that are developed for LIDB during the life of this Agreement.

6.1.4.1 BellSouth shall process BTI's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to BTI what additional functions (if any) are performed by LIDB in the BellSouth network.

6.1.4.2 Within two (2) weeks after a request by BTI, BellSouth shall provide BTI with a list of the customer data items which BTI 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.

6.1.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

6.1.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

6.1.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

6.1.4.6 All additions, updates and deletions of BTI data to the LIDB shall be solely at the direction of BTI. Such direction from BTI will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

6.1.4.7 BellSouth shall provide priority updates to LIDB for BTI data upon BTI's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

6.1.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of BTI customer records will be missing from LIDB, as measured by BTI audits. BellSouth will audit BTI records in LIDB against DBAS to identify record mismatches and provide this data to a designated BTI contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to BTI within one business day of audit. Once reconciled records are received back from BTI, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact BTI to negotiate a time frame for the updates, not to exceed three business days.

6.1.4.9 BellSouth shall perform backup and recovery of all of BTI's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

6.1.4.10 BellSouth shall provide BTI with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between BTI and BellSouth.

6.1.4.11 BellSouth shall prevent any access to or use of BTI data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by BTI in writing.

6.1.4.12 BellSouth shall provide BTI performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by BTI at least at parity with BellSouth Customer Data. BellSouth shall obtain from BTI the screening information associated with LIDB Data Screening of BTI data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to BTI under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .

6.1.4.13 BellSouth shall accept queries to LIDB associated with BTI customer records, and shall return responses in accordance with industry standards.

6.1.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

6.1.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

6.1.5 Interface Requirements

6.1.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

6.1.6.1 The interface to LIDB shall be in accordance with the technical references contained within.

6.1.6.2 The CCS interface to LIDB shall be the standard interface described herein.

6.1.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

6.2 **Rates**

The prices that BTI shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

7. Signaling

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.

BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

7.1 Signaling Link Transport

7.1.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

7.1.2 Technical Requirements

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

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

7.1.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

7.1.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

7.1.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:

7.1.4.1 An A-link layer shall consist of two links.

7.1.4.2 A B-link layer shall consist of four links.

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

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

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

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

7.1.6.1 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

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

7.1.7 Interface Requirements

7.1.7.1 There shall be a DS1 (1.544 Mbps) interface at the BTI designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

7.2 **Signaling Transfer Points (STPs)**

7.2.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

7.2.2 Technical Requirements

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

7.2.2.1.1 BellSouth Local Switching or Tandem Switching;

7.2.2.1.2 BellSouth Service Control Points/DataBases;

7.2.2.1.3 Third-party local or tandem switching;

7.2.2.1.4 Third-party-provided STPs.

7.2.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services

Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

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

7.2.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:

7.2.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements;

7.2.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements; and

7.2.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.

7.2.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a BTI or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a BTI database, then BTI agrees to provide BellSouth with the Destination Point Code for the BTI database.

7.2.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

7.2.2.6.1 MTP Routing Verification Test (MRVT); and

7.2.2.6.2 SCCP Routing Verification Test (SRVT).

7.2.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an BTI 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 if mutually agreed upon by BTI and BellSouth.

7.2.2.8 STPs shall be on parity with BellSouth.

7.2.2.9 SS7 Advanced Intelligent Network (AIN) Access

7.2.2.9.1 When technically feasible and upon request by BTI, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the BTI SS7 network to exchange TCAP queries and responses with an BTI SCP.

7.2.2.9.2 SS7 AIN Access shall provide BTI SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and BTI SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the BTI SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

7.2.3 Interface Requirements

7.2.3.1 BellSouth shall provide the following STPs options to connect BTI or BTI-designated local switching systems or STPs to the BellSouth SS7 network:

7.2.3.1.1 An A-link interface from BTI local switching systems; and,

7.2.3.1.2 A B-link interface from BTI local STPs.

7.2.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

7.2.3.3 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 BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for

interconnecting BTI local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and BTI will work jointly to establish mutually acceptable SPOIs.

7.2.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and BTI will work jointly to establish mutually acceptable SPOIs.

7.2.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

7.2.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

7.2.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

7.2.3.6 Message Screening

7.2.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from BTI local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the BTI switching system has a legitimate signaling relation.

7.2.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from BTI local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the BTI switching system has a legitimate signaling relation.

7.2.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from BTI from any signaling point or network interconnected through BellSouth's SS7 network where the BTI SCP has a legitimate signaling relation.

7.2.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

7.2.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

7.2.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

7.2.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

7.2.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

7.2.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

7.2.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

7.2.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

7.2.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

7.3 **Service Control Points/Databases**

7.3.1 Definition

7.3.1.1 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: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

7.3.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

7.3.3 Technical Requirements for SCPs/Databases

7.3.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance).

All SCPs/Databases shall be provided to BTI in accordance with the following requirements.

7.3.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

7.3.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

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

7.3.4 Database Availability

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

7.3.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for BTI customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

7.4 **Local Number Portability Database**

7.4.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

7.5 **SS7 Network Interconnection**

7.5.1 Definition. SS7 Network Interconnection is the interconnection of BTI local Signaling Transfer Point Switches (STP) and BTI local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), BTI local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

7.5.2 Technical Requirements

7.5.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

7.5.2.1.1 BellSouth local or tandem switching systems;

7.5.2.1.2 BellSouth DBs; and

7.5.2.1.3 Other third-party local or tandem switching systems.

7.5.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and BTI or other third-party switching systems with A-link access to the BellSouth SS7 network.

7.5.4 If traffic is routed based on dialed or translated digits between an BTI local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the BTI local STPs and BellSouth or other third-party local switch.

7.5.5 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

7.5.6 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

7.5.6.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

7.5.6.2 Signaling Link functions, as specified in ANSI T1.111.3; and

7.5.6.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

7.5.7 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an BTI local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of BTI local STPs, and shall not include SCCP Subsystem Management of the destination.

7.5.8 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

7.5.9 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

7.5.10 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

7.5.11 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

7.5.11.1 MTP Performance, as specified in ANSI T1.111.6;

7.5.11.2 SCCP Performance, as specified in ANSI T1.112.5; and

7.5.11.3 ISDNUP Performance, as specified in ANSI T1.113.5.

7.5.12 Interface Requirements

7.5.12.1 BellSouth shall offer the following SS7 Network Interconnection options to connect BTI or BTI-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

7.5.12.1.1 A-link interface from BTI local or tandem switching systems; and

7.5.12.1.2 B-link interface from BTI STPs.

7.5.12.2 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 STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting BTI local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and BTI will work jointly to establish mutually acceptable SPOI.

7.5.12.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and BTI will work jointly to establish mutually acceptable SPOI.

7.5.12.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

7.5.12.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

7.5.12.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

7.5.12.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

7.5.12.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

7.5.12.5 BellSouth shall set message screening parameters to block accept messages from BTI local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the BTI switching system has a legitimate signaling relation.

7.5.12.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

7.5.12.6.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

7.5.12.6.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

7.5.12.6.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

7.5.12.6.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

7.5.12.6.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

7.5.12.6.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

7.5.12.6.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

7.5.12.6.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

7.5.12.6.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

7.5.12.6.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

7.5.12.6.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

7.5.12.6.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

7.5.12.6.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

7.5.12.6.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

7.6 Rates

The prices that BTI shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

8. Operator Call Processing, Inward Operator Services and Directory Assistance Services

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

8.1 Operator Systems

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

8.2 Operator Service

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

8.2.2 Requirements

8.2.2.1 When BTI requests BellSouth to provide Operator Services, the following requirements apply:

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

8.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

8.2.2.1.3 BellSouth shall process calls that are billed to BTI end user's calling card that can be validated by BellSouth.

8.2.2.1.4 BellSouth shall complete person-to-person calls.

8.2.2.1.5 BellSouth shall complete collect calls.

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

8.2.2.1.7 BellSouth shall complete station-to-station calls.

8.2.2.1.8 BellSouth shall process emergency calls.

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

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

8.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

8.2.2.1.12 BellSouth shall adhere to equal access requirements, providing BTI local end users the same IXC access as provided to BellSouth end users.

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

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

8.2.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by BTI.

8.2.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to BTI in accordance with CLEC ODUF standards specified in Attachment 7.

8.2.3 Interface Requirements

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

8.3 **Directory Assistance Service**

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

8.3.2 Requirements

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

8.3.4 Directory Assistance Service Updates

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

8.3.4.1.1 New end user connections: BellSouth will provide service to BTI that is equal to the service it provides to itself and its end users;

8.3.4.1.2 End user disconnections: BellSouth will provide service to BTI that is equal to the service it provides to itself and its end users; and

8.3.4.1.3 End user address changes: BellSouth will provide service to BTI that is equal to the service it provides to itself and its end users;

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

8.3.5 Branding for Operator Call Processing and Directory Assistance

8.3.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to BTI end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows BTI to have its calls custom branded with BTI's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

8.3.5.2 BellSouth offers four service levels of branding to BTI when ordering Directory Assistance and/or Operator Call Processing.

8.3.5.2.1 Service Level 1 - BellSouth Branding

8.3.5.2.2 Service Level 2 - Unbranded

8.3.5.2.3 Service Level 3 - Custom Branding

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

8.3.6 For Resellers and Use with an Unbundled Port

8.3.6.1 BellSouth Branding is the Default Service Level.

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

8.3.6.3 Customer Branding and Self Branding require BTI to order dedicated trunking from each BellSouth end office identified by BTI, to either the BellSouth Traffic

Operator Position System (TOPS) or BTI Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

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

8.3.7 For Facilities Based Carriers

8.3.7.1 All Service Levels require BTI to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

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

8.3.8 Directory Assistance customized branding uses:

8.3.8.1 the recording of the name;

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

8.3.9 Operator Call Processing customized branding uses:

8.3.9.1 the recording of the name;

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

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

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

8.3.9.5 BellSouth will provide to BTI purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. BTI end users may use the same dialing arrangements as BellSouth end users, but obtain a BTI branded service.

8.4 **Directory Assistance Database Service (DADS)**

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

8.4.2 BellSouth shall provide BTI initially with a base file of subscriber listings which reflect all listing change activity occurring since BTI's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by BTI and BellSouth. BTI agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

8.4.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to BTI on a Business, Residence, or combined Business and Residence basis. BTI agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after BTI receives the Base File.

8.4.4 BellSouth is authorized to include BTI Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of BTI Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to BTI.

8.4.5 Rates for DADS are as set forth in this Attachment.

8.5 **Direct Access to Directory Assistance Service**

8.5.1 Direct Access to Directory Assistance Service (DADAS) will provide BTI's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow BTI to utilize its own switch, operator workstations and optional audio subsystems.

8.5.2 BellSouth will provide DADAS from its DA location. BTI will access the DADAS system via a telephone company provided point of availability. BTI has

the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

8.5.3 A specified interface to each BTI subsystem will be provided by BellSouth. Interconnection between BTI's system and a specified BellSouth location will be pursuant to the use of BTI owned or BTI leased facilities and shall be appropriate sized based upon the volume of queries being generated by BTI.

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

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

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

8.5.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

8.5.5 Rates for DADAS are as set forth in this Attachment.

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

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

8.6.1 Technical Requirements

8.6.1.1 BellSouth shall offer BTI a data link to the ALI/DMS database or permit BTI to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to BTI immediately after BTI inputs information into the ALI/DMS database. Alternately, BTI may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

8.6.1.2 The ALI/DMS database shall contain the following end user information:

8.6.1.2.1 Name;

8.6.1.2.2 Address;

8.6.1.2.3 Telephone number; and

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

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

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

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

8.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for BTI end users shall meet industry standards.

8.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to BTI in order to allow BTI to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide BTI with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by BTI and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and BTI telephone numbers to the extent available in BellSouth's database assigned to a end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

8.8 **Rates**

The prices that BTI shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

9. Calling Name (CNAM) Database Service

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. BTI must provide to its account manager a written request with a requested activation date to activate this service. If BTI is interested in requesting CNAM with volume and term pricing, BTI must contact its account manager to request a separate CNAM volume and term Agreement.

9.1 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

9.1.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);

9.1.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);

9.1.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);

9.1.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);

9.1.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);

9.1.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and

9.1.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).

9.2 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**

9.2.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide BTI the capability that will allow BTI 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.

9.2.2 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 BTI. Scheduling procedures shall provide BTI equivalent priority to these resources.

9.2.3 BellSouth SCP shall partition and protect BTI service logic and data from unauthorized access, execution or other types of compromise.

9.2.4 When BTI selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable BTI 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.

9.2.5 When BTI selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. BTI access will be provided via remote data connection (e.g., dial-in, ISDN).

9.2.6 When BTI selects SCE/SMS AIN Access, BellSouth shall allow BTI 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).

9.3 Rates

The prices that BTI shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

10. Basic 911 and E911

All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

If BTI orders network elements and other services, then BTI is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

10.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

10.2 Requirements

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

10.2.2 E911 Service Provisioning. For E911 service, BTI will be required to install a minimum of two dedicated trunks originating from the BTI serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. BTI will be required to provide BellSouth daily updates to the E911 database. BTI will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, BTI will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not

carry the ANI of the calling party. BTI shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

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

16.1.1 Basic 911 and E911 functions provided to BTI shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

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

11. True-Up

This section applies only to North Carolina and Tennessee.

11.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

11.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

11.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General

Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

11.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

(a) BellSouth and BTI are entitled to be a full Party to the proceeding;

(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

(c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of BTI and pursuant to which BellSouth, its LIDB customers and BTI shall have access to such information. BTI understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of BTI, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify BTI of fraud alerts so that BTI may take action it deems appropriate. BTI understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by BTI pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to BTI for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

BTI understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. BTI further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, BTI understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on BTI's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate BTI's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) BTI agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for BTI's end user accounts which are resident in LIDB pursuant to this Agreement. BTI authorizes BellSouth to place such charges on BTI's bill from BellSouth and agrees that it shall pay all such charges. Charges for which BTI hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) 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.

(c) BTI shall have the responsibility to render a billing statement to its end users for these charges, but BTI's obligation to pay BellSouth for the charges billed shall be independent of whether BTI is able or not to collect from BTI's end users.

(d) BellSouth shall not become involved in any disputes between BTI and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to BTI. It shall be the responsibility of BTI and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. BTI will not be charged a fee for storage services provided by BellSouth to BTI, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by BTI. BTI shall have the right to have BellSouth contest with the imposing jurisdiction, at BTI's expense, any such taxes that BTI deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability

arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. BTI agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and BTI further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

D. This Agreement constitutes the entire Agreement between BTI and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

FACILITIES BASED ADDENDUM TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. ("BellSouth"), and _____("BTI"), effective the _____ day of _____, _____.

I. GENERAL

This Addendum sets forth the terms and conditions for BTI's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by BTI, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that BTI creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by BTI.

C. Special billing number - a ten digit number that identifies a billing account established by BTI.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by BTI which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by BTI.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by BTI.

III. RESPONSIBILITIES OF PARTIES

A. BTI will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BellSouth will store in its LIDB the billing number information provided by BTI. Under normal operating conditions, BellSouth shall include BTI's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of BTI's working telephone numbers.

C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BellSouth is authorized to use the billing number information provided by BTI to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BTI, and where the last four digits (PIN) are a security code assigned by BTI.

2. Determine whether BTI or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. BTI will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. BTI will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by BTI, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides BTI the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. Attachment

2.1 This Attachment contains the terms and conditions where BellSouth will provide to the BTI access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 BTI shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to BTI's access to BellSouth's CNAM Database Services and shall be addressed to BTI's Account Manager.

3. Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to BTI requires interconnection from BTI to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, BTI shall provide its own CNAM SSP. BTI's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If BTI elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that BTI desires to query.

3.4 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4. CNAM Record Initial Load and Updates

4.1 The mechanism to be used by BTI for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by BTI in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of BTI to provide accurate information to BellSouth on a current basis.

4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.3 BTI CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NIDs										
NID (all types), per month	UNDAX	NA	$1.08	NA	$1.80	NA	NA	$0.52	NA	$0.56
Installation of 2-Wire/4Wire CLEC NID	UNDAX									
NRC - 1st	UNDAX	NA	$70.32	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UNDAX	NA	$54.35	NA	NA	NA	NA	NA	NA	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	NA	$6.15	NA	NA	NA	NA	NA	NA	NA
NID per 2-Wire Analog VG Loop, Per Month	UNDAX	$1.18	NA	$1.10	NA	$1.09	$1.22	NA	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire Analog VG Loop, Per Month	UNDAX	$1.30	NA	$1.21	NA	$1.22	$1.34	NA	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	UNDAX	$1.18	NA	$1.10	NA	$1.08	$1.22	NA	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	UNDAX	$1.18	NA	$1.10	NA	$1.09	$1.22	NA	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	$1.18	NA	$1.10	NA	$1.09	$1.22	NA	$1.13	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.36	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	UNDAX	$1.30	NA	$1.21	NA	$1.21	$1.34	NA	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	UNDAX	$1.30	NA	$1.21	NA	$1.21	$1.34	NA	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	UNDAX	$1.30	NA	$1.21	NA	$1.21	$1.34	NA	$1.25	NA
NRC - 1st	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Add'l	UNDAX	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.35	NA
NRC - Disconnect Charge - 1st	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NID per 2-Wire Unbundled Copper Loop, per month	UNDAX	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55	$1.55
NRC - 1st	UNDAX	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60
NRC - Add'l	UNDAX	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60	$5.60
NRC - Disconnect Charge - 1st	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Svc. Ord - 1st	SOMAN	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
NRC - Incremental Charge - Manual Svc. Ord - Add'l	SOMAN	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00
NRC - Incremental Charge - Manual Svc. Ord. - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)		$5.00	NA	NA	NA	NA	$5.00	NA	NA	NA
LOOP, EXCLUDING NID										
2-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	$18.20	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$86.08	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$58.57	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), per month	TBD	NA	NA	NA	$21.41	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$236.75	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$177.10	NA	NA	NA	NA	NA
4-Wire Analog VG Loop (Standard), per month	TBD	NA	NA	NA	$26.38	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$457.14	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$348.83	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	TBD	NA	NA	NA	$29.65	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$541.28	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$431.61	NA	NA	NA	NA	NA
2-Wire ADSL Loop (Standard), per month	TBD	NA	NA	NA	$10.63	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
2-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	$7.40	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
4-Wire HDSL Loop (Standard), per month	TBD	NA	NA	NA	$9.70	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$748.93	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$646.17	NA	NA	NA	NA	NA
LOOP, INCLUDING NID										
2-Wire Analog VG Loop, per month	UEAL2	NA	$17.00	NA	NA	NA	NA	$16.71	NA	$18.00
NRC - 1st	UEAL2	NA	$140.00	NA	NA	NA	NA	$86.50	NA	$58.50
NRC - Add'l	UEAL2	NA	$42.00	NA	NA	NA	NA	$27.80	NA	$31.00
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	$55.00	NA	NA	NA	NA	$55.00	NA	$55.00
2-Wire Analog VG Loop-SL1, per month	UEAL2	$19.04	$17.00	$16.51	NA	$19.35	$21.26	$16.71	$22.49	$18.00
NRC - 1st	UEAL2	$59.03	$80.00	$42.54	NA	$40.69	$59.25	$86.50	$70.44	$78.93
NRC - Add'l	UEAL2	$43.14	$55.00	$31.33	NA	$29.96	$43.67	$27.80	$44.05	$50.98
NRC - Disconnect Charge - 1st	UEAL2	$15.21	NA	NA	NA	$16.48	$16.35	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	$3.22	NA	NA	NA	$3.36	$4.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.22	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Loop Make-Up	UEANM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, per month	UEAL2	$22.43	$17.00	$19.57	NA	$22.84	$25.05	$25.89	$26.25	$26.02

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DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st	UEAL2	$145.46	$140.00	$104.17	NA	$99.69	$144.01	$192.64	$178.12	$192.97
NRC - Add'l	UEAL2	$108.40	$42.00	$78.10	NA	$74.73	$107.70	$140.49	$128.80	$140.72
NRC - Disconnect Charge - 1st	UEAL2	$40.31	NA	NA	NA	$28.73	$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	$26.01	NA	NA	NA	$18.87	$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling, per month	UEAR2	$22.43	$17.00	$19.57	NA	$22.84	$25.05	$25.89	$26.25	$26.02
NRC - 1st	UEAR2	$145.46	$140.00	$104.17	NA	$99.69	$144.01	$192.64	$178.12	$192.97
NRC - Add'l	UEAR2	$108.40	$42.00	$78.10	NA	$74.73	$107.70	$140.49	$128.80	$140.72
NRC - Disconnect Charge - 1st	UEAR2	$40.31	NA	NA	NA	$28.73	$40.98	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAR2	$26.01	NA	NA	NA	$18.87	$26.95	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire Analog VG Loop (Standard), per month	UEAL2	NA	NA	NA	$20.00	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	$86.08	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	$58.57	NA	NA	NA	NA	NA
NRC - Loop Make-up	UEANM	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Manual Order Coordination	UEAMC	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ loop or ground start signaling, per month	UEAL2	NA	NA	NA	$23.35	NA	NA	NA	NA	NA
NRC - 1st	UEAL2	NA	NA	NA	$236.75	NA	NA	NA	NA	NA
NRC - Add'l	UEAL2	NA	NA	NA	$177.10	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), w/ reverse battery signaling, per month	UEAR2	NA	NA	NA	$23.35	NA	NA	NA	NA	NA
NRC - 1st	UEAR2	NA	NA	NA	$236.75	NA	NA	NA	NA	NA
NRC - Add'l	UEAR2	NA	NA	NA	$177.10	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire Analog VG Loop, per month	UEAL4	$30.00	$30.00	$25.86	NA	$31.52	$30.55	$27.20	$35.86	$18.00
NRC - 1st	UEAL4	$293.70	$141.00	$206.95	NA	$198.10	$289.06	$86.50	$383.39	$58.50
NRC - Add'l	UEAL4	$241.76	$43.00	$170.57	NA	$163.26	$238.19	$27.80	$286.77	$31.00
NRC - Disconnect Charge - 1st	UEAL4	$108.96	NA	NA	NA	$74.27	$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL4	$57.01	NA	NA	NA	$39.44	$57.28	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
4-Wire Analog VG Loop (Standard), per month	UEAL4	NA	NA	NA	$28.28	NA	NA	NA	NA	NA
NRC - 1st	UEAL4	NA	NA	NA	$457.14	NA	NA	NA	NA	NA
NRC - Add'l	UEAL4	NA	NA	NA	$348.83	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop, per month	U1L2X	$29.03	$40.00	$25.43	NA	$27.36	$29.83	$27.20	$32.47	$18.00
NRC - 1st	U1L2X	$331.85	$306.00	$233.38	NA	$223.27	$326.38	$276.96	$423.04	$58.50
NRC - Add'l	U1L2X	$255.87	$283.00	$180.35	NA	$172.63	$252.00	$234.99	$301.75	$31.00
NRC - Disconnect Charge - 1st	U1L2X	$108.95	NA	NA	NA	$74.27	$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1L2X	$57.01	NA	NA	NA	$39.44	$57.27	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	$55.00	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire ISDN Digital Grade Loop (Standard), per month	U1L2X	NA	NA	NA	$31.99	NA	NA	NA	NA	NA
NRC - 1st	U1L2X	NA	NA	NA	$541.28	NA	NA	NA	NA	NA
NRC - Add'l	U1L2X	NA	NA	NA	$431.61	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	UAL2X	$15.11	$15.81	$13.05	NA	$15.39	$14.83	$17.00	$20.81	$18.46

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DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st	UAL2X	$514.21	$113.85	$359.73	NA	$343.13	$504.82	$280.15	$600.61	$640.79
NRC - Add'l	UAL2X	$464.58	$99.61	$325.15	NA	$310.03	$456.24	$243.91	$507.33	$541.94
NRC - Disconnect Charge - 1st	UAL2X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	SOMAN	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire ADSL Loop (Standard), per month	UAL2X	NA	NA	NA	$11.89	NA	NA	NA	NA	NA
NRC - 1st	UAL2X	NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l	UAL2X	NA	NA	NA	$609.44	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	UHL2X	$11.76	$12.12	$9.15	NA	$11.61	$11.60	$17.00	$14.86	$13.46
NRC - 1st	UHL2X	$514.21	$113.85	$359.73	NA	$343.13	$504.82	$280.15	$600.61	$640.79
NRC - Add'l	UHL2X	$464.58	$99.61	$325.15	NA	$310.03	$456.24	$243.91	$507.33	$541.94
NRC - Disconnect Charge - 1st	UHL2X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL2X	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire HDSL Loop (Standard), per month	UHL2X	NA	NA	NA	$8.51	NA	NA	NA	NA	NA
NRC - 1st	UHL2X	NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l	UHL2X	NA	NA	NA	$609.44	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	UHL4X	$14.39	$18.24	$12.07	NA	$16.39	$14.14	$27.20	$19.73	$17.91
NRC - 1st	UHL4X	$541.13	$116.91	$378.86	NA	$361.45	$531.21	$291.43	$625.11	$666.70
NRC - Add'l	UHL4X	$491.50	$101.71	$344.28	NA	$328.35	$482.63	$255.46	$532.78	$568.86
NRC - Disconnect Charge - 1st	UHL4X	$106.65	NA	NA	NA	$72.54	$105.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	UHL4X	$56.98	NA	NA	NA	$39.42	$57.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.06	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
4-Wire HDSL Loop (Standard), per month	UHL4X	NA	NA	NA	$10.39	NA	NA	NA	NA	NA
NRC - 1st	UHL4X	NA	NA	NA	$748.93	NA	NA	NA	NA	NA
NRC - Add'l	UHL4X	NA	NA	NA	$646.17	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	NA	NA	$55.00	NA	NA	NA	NA	NA
4-Wire DS1 Digital Loop, per month	USLXX	$64.65	$80.00	$64.52	$67.96	$72.86	$69.59	$151.50	$72.55	TBD
NRC - 1st	USLXX	$610.13	$540.00	$429.98	$849.80	$410.38	$599.09	$568.96	$715.77	TBD
NRC - Add'l	USLXX	$380.26	$465.00	$268.18	$523.27	$255.48	$373.90	$335.56	$421.50	TBD
NRC - Disconnect Charge - 1st	USLXX	$134.77	NA	NA	NA	$92.35	$133.53	NA	NA	NA
NRC - Disconnect Charge - Add'l	USLXX	$55.97	NA	NA	NA	$38.44	$56.25	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$43.77	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$49.18	$55.00	$34.52	$55.00	$33.05	$48.17	NA	$48.47	NA
4-Wire 56 Kbps Dig Grade Loop, per month	UDL56	$34.15	$48.33	$29.92	NA	$35.58	$34.95	$40.12	$41.70	$42.23
NRC - 1st	UDL56	$498.05	$654.72	$348.55	NA	$333.28	$489.00	$642.74	$602.73	$643.00
NRC - Add'l	UDL56	$343.70	$428.45	$241.20	NA	$230.50	$337.93	$421.02	$393.50	$421.26
NRC - Disconnect Charge - 1st	UDL56	$129.62	NA	NA	NA	$87.99	$128.36	NA	$44.06	NA
NRC - Disconnect Charge - Add'l	UDL56	$64.25	NA	NA	NA	$44.24	$64.35	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
4-Wire 64 Kbps Dig Grade Loop, per month	UDL64	$34.15	$48.33	$29.22	NA	$35.58	$34.95	$40.12	$41.70	$42.23
NRC - 1st	UDL64	$498.05	$654.72	$348.55	NA	$333.28	$489.00	$642.74	$602.73	$643.00

BELLSOUTH/BTI RATES
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DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l	UDL64	$343.70	$428.45	$241.20	NA	$230.50	$337.93	$421.02	$393.50	$421.26
NRC - Disconnect Charge - 1st	UDL64	$129.62	NA	NA	NA	$87.99	$128.36	NA	$44.06	NA
NRC - Disconnect Charge - Add'l	UDL64	$64.25	NA	NA	NA	$44.24	$64.35	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$55.00	$34.22	NA	$32.77	$45.27	$55.00	$45.43	$55.00
2-Wire Unbundled Copper Loop, per month	UCLPB	$23.00	$23.00	$23.00	$23.00	$23.00	$23.00	$23.00	$23.00	$23.00
NRC - 1st	UCLPB	$560.00	$560.00	$560.00	$560.00	$560.00	$560.00	$560.00	$560.00	$560.00
NRC - Add'l	UCLPB	$460.00	$460.00	$460.00	$460.00	$460.00	$460.00	$460.00	$460.00	$460.00
NRC - Disconnect Charge - 1st	UCLPB	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UCLPB	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00	$21.00
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00
SUB-LOOPS										
Sub-Loop 2-Wire Analog	USBN2	NA	$8.57	$9.12	$10.83	BFR	NA	NA	NA	$9.79
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	TBD	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBN2	TBN	$78.28	$207.01	$459.85	TBN	TBN	TBN	TBN	$586.00
NRC - 1st	USBN2	TBN	$58.33	$171.32	$352.89	TBN	TBN	TBN	TBN	$255.00
NRC - Add'l	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Disconnect Charge - 1st	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Disconnect Charge - Add'l	SOMAN	TBN	NA	$18.94	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	NA	$8.42	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	USBMC	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	$9.23
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	NA	NA	NA	$9.95	NA	NA	NA	NA	TBD
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	TBD	NA	NA	NA	$9.95	NA	NA	NA	NA	TBD
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	NA	NA	NA	$9.95	NA	NA	NA	NA	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	NA	NA	NA	$9.95	NA	NA	NA	NA	TBD
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	NA	NA	NA	$9.95	NA	NA	NA	NA	$587.00
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	NA	NA	NA	$459.85	NA	NA	NA	NA	$255.00
NRC - 1st	TBD	NA	NA	NA	$352.89	NA	NA	NA	NA	TBD
NRC - Add'l	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBN4	TBN	$11.29	TBN	TBN	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBN4	TBN	$112.07	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN4	TBN	$92.11	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Add'l	USBMC	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop										
Unbundled Network Terminating Wire	UENPP	TBN	$0.67	$1.56	$1.24	NA	NA	NA	NA	$1.31
UNTW Pair, per pair, per month	UENVS	TBN	$225.00	$225.00	$225.00	NA	NA	NA	NA	$225.00
Site Visit Survey, per MDU/MTU Complex, NRC										
Site Visit Set-Up – Terminal Preparation, per terminal	UENSS	TBN	$98.00	$98.00	$98.00	TBN	TBN	TBN	TBN	$98.00
NRC - 1st terminal	UENSS	TBN	$65.00	$65.00	$65.00	TBN	TBN	TBN	TBN	$65.00
NRC - Add'l terminal	UEN1T	TBN	$110.00	$110.00	$110.00	TBN	TBN	TBN	TBN	$110.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	UEN2T	TBN	$35.00	$35.00	$35.00	TBN	TBN	TBN	TBN	$35.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UENPP	TBN	$9.00	$9.00	$9.00	TBN	TBN	TBN	TBN	$9.00
UNTW Pair Provisioning, per pair, NRC	UENSV	TBN	$55.00	$55.00	$55.00	TBN	TBN	TBN	TBN	$55.00
Service Visit for Provisioning, per request, per premises, NRC										

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC / MOCLA	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
		TBN	$45.00	$45.00	$45.00	TBN	TBN	TBN	TBN	$45.00
Manual Service Order, NRC										
Sub-Loop Concentration - Channelization Sys (Outside CO)	SOMAN	$27.37	TBD	$18.94	TBD	BFR	BFR	BFR	BFR	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$12.97	TBD	$8.42	TBD	BFR	BFR	BFR	BFR	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	UCT8A	NA	$792.49	$724.79	$757.00	NA	NA	NA	NA	$683.78
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - 1st	UCT8A	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
NRC - Add'l	UCT8B	NA	$155.32	$92.91	$95.60	NA	NA	NA	NA	$102.12
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - 1st	UCT8B	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
NRC - Add'l	UCT3A	NA	$835.72	$764.42	$799.95	NA	NA	NA	NA	$726.87
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - 1st	UCT3A	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
NRC - Add'l	UCT3B	NA	$198.55	$132.54	$138.55	NA	NA	NA	NA	$145.21
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	NA	$640.93	$632.36	$633.94	NA	NA	NA	NA	$634.31
NRC - 1st	UCT3B	NA	$315.03	$310.82	$311.60	NA	NA	NA	NA	$311.78
NRC - Add'l	UCTFS	NA	$78.43	$72.12	$77.02	NA	NA	NA	NA	$76.73
DS1 Feeder Interface, per month	UCTFS	NA	$422.74	$425.74	$418.13	NA	NA	NA	NA	$418.37
NRC 1st	UCTFS	NA	$200.74	$198.06	$198.56	NA	NA	NA	NA	$198.67
NRC Add'l	TBD	NA	$2.62	$2.38	$2.68	NA	NA	NA	NA	$2.61
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC 1st	TBD	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
NRC Add'l	ULCC1	NA	$10.49	$9.53	$10.72	NA	NA	NA	NA	$10.43
Channel Interface - 2 Wire ISDN, per month	ULCC1	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC 1st	ULCC1	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
NRC Add'l	TBD	NA	$15.59	$14.17	$15.94	NA	NA	NA	NA	$15.51
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC 1st	TBD	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
NRC Add'l	ULCC4	NA	$9.30	$8.45	$9.50	NA	NA	NA	NA	$9.26
Channel Interface - 4 Wire Voice, per month	ULCC4	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC 1st	ULCC4	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
NRC Add'l	UCTTC	NA	$45.46	$41.30	$46.44	NA	NA	NA	NA	$45.22
Test Circuit, per month	UCTTC	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC 1st	UCTTC	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
NRC Add'l	ULCC5	NA	$13.78	$12.51	$14.08	NA	NA	NA	NA	$13.71
Channel Interface - Digital 56Kbps, per month	ULCC5	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC 1st	ULCC5	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
NRC Add'l	ULCC6	NA	$13.78	$12.51	$14.08	NA	NA	NA	NA	$13.71
Channel Interface - Digital 64Kbps, per month	ULCC6	NA	$42.39	$41.82	$41.92	NA	NA	NA	NA	$41.95
NRC 1st	ULCC6	NA	$42.15	$41.58	$41.69	NA	NA	NA	NA	$41.71
NRC Add'l										
Loop Concentration System (Inside C.O.)	SOMAN	$27.37	TBD	$18.94	TBD	$18.14	$25.52	TBD	$44.06	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$12.97	TBD	$8.42	TBD	$8.06	$11.34	TBD	$13.55	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	UCT8A	$327.44	$400.33	$316.63	$394.00	$308.74	$454.79	$375.96	$399.21	$380.06
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	$1,115.10	$1,128.75	$1,111.95	$1,116.15	$1,117.20	$1,115.10	$1,113.00	$1,119.30	$1,114.05
NRC - 1st	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UCT8B	$67.41	$70.48	$65.27	$72.21	$76.58	$73.30	$65.98	$71.91	$68.71
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	$464.57	$470.41	$463.37	$465.11	$465.64	$464.71	$463.74	$466.38	$464.21
NRC - 1st	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UCT3A	$375.18	$450.24	$362.87	$445.14	$385.97	$506.70	$422.68	$450.13	$428.73
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$1,115.10	$1,128.75	$1,111.95	$1,116.15	$1,117.20	$1,115.10	$1,113.00	$1,119.30	$1,114.05
NRC - 1st	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UCT3B	$111.30	$118.76	$110.02	$121.45	$129.05	$123.52	$111.17	$121.16	$115.79
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$464.57	$470.41	$463.37	$465.11	$465.64	$464.71	$463.74	$466.38	$464.21
NRC - 1st	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UCTCO	$6.42	$6.47	$6.15	$403.20	$7.35	$6.99	$6.27	$6.79	$6.49
DS1 Interface, per month	UCTCO	$367.70	$372.32	$366.72	$132.18	$368.54	$367.80	$367.04	$369.13	$367.41
NRC 1st	UCTCO	$132.03	$133.69	$130.63	$132.18	$132.33	$132.07	$131.79	$132.54	$131.92
NRC Add'l										

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		RATES BY STATE								
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	$2.55	$2.66	$2.44	$2.79	$2.91	$2.77	$2.48	$2.69	$2.58
NRC 1st	TBD	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	TBD	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - 2 Wire ISDN, per month	ULCC1	$10.19	$10.67	$9.76	$11.18	$11.66	$11.10	$9.95	$10.76	$10.30
NRC 1st	ULCC1	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	ULCC1	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	$15.15	$15.85	$14.51	$16.62	$17.33	$16.46	$14.80	$16.01	$15.32
NRC 1st	TBD	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	TBD	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - 4 Wire Voice, per month	ULCC4	$9.04	$9.44	$8.65	$9.91	$10.34	$9.83	$8.82	$9.55	$9.13
NRC 1st	ULCC4	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	ULCC4	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Test Circuit, per month	UCTTC	$44.18	$46.14	$42.30	$48.43	$50.53	$47.85	$43.13	$46.66	$44.65
NRC 1st	UCTTC	$35.77	$36.23	$35.68	$35.82	$35.86	$35.78	$35.71	$35.91	$35.74
NRC Add'l	UCTTC	$35.55	$36.02	$35.48	$35.62	$35.66	$35.37	$35.51	$35.71	$35.54
Channel Interface - Digital 56Kbps, per month	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC 1st	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC Add'l	ULCC5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Channel Interface - Digital 64Kbps, per month	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC 1st	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC Add'l	ULCC6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
DARK FIBER										
Per four fiber strands, per route mile or fraction thereof, per month	UBNAX	$59.84	$55.35	$44.22	$64.64	$65.29	$70.35	$49.88	$72.45	$52.67
NRC - Per each four-fiber dry fiber arrangement - 1st	UBNAX	$2,518.66	$1,715.61	$1,355.29	$2,304.00	$1,685.19	$2,389.99	$2,277.00	$2,406.00	$1,872.44
NRC - Per each four-fiber dry fiber arrangement - Add'l	UBNAX	$835.08	$622.68	$273.69	$740.93	$580.11	$804.32	$733.08	$765.30	$509.09
LOCAL EXCHANGE SWITCHING (PORTS)										
2-Wire Analog Line Port (Res., Bus.), per month	(++) Bus = TNPBL Res = TNPRL	$2.07	$2.00	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	$1.90
NRC - 1st (Residence)	UEPRL	$21.93	$38.00	$17.16	$37.78	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.1
NRC - Add'l (Residence)	UEPRL	$21.93	$15.00	$17.16	$37.78	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.2
NRC - 1st (Business)	UEPBL	$21.93	$38.00	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	BST GSST A4.3.3
NRC - Add'l (Business)	UEPBL	$21.93	$15.00	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	BST GSST A4.3.4
NRC - Disconnect Charge - 1st	UEPBL	$5.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPBL	$5.21	NA	NA	NA	$4.38	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$10.39	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	UEP++	$7.62	NA	NA	NA	NA	$8.86	NA	$8.64	NA
NRC - 1st (all types)	UEP++	$46.65	NA	NA	NA	NA	$44.40	NA	$61.22	NA
NRC - Add'l (all types)	UEP++	$46.65	NA	NA	NA	NA	$44.40	NA	$61.22	NA
NRC - Disconnect Charge - 1st	UEP++	$18.41	NA	NA	NA	NA	$19.68	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEP++	$18.41	NA	NA	NA	NA	$19.68	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	NA	$25.52	NA	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	NA	NA	NA	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	NA	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	UEP++	NA	NA	NA	NA	NA	$5.42	NA	$5.38	NA
NRC - 1st (all types)	UEP++	NA	NA	NA	NA	NA	$26.04	NA	$29.51	NA
NRC - Add'l (all types)	UEP++	NA	NA	NA	NA	NA	$26.04	NA	$29.51	NA
NRC - Disconnect Charge - 1st	UEP++	NA	NA	NA	NA	NA	$8.20	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEP++	NA	NA	NA	NA	NA	$8.20	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	$44.42	NA

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VG Port, per month	UEP4A	NA	$9.14	$8.47	NA	$10.13	$9.60	$3.15	$2.28	NA
NRC - 1st	UEP4A	NA	$5.86	$17.16	NA	$16.43	$22.98	$24.17	$3.50	NA
NRC - Add'l	UEP4A	NA	$5.86	$17.16	NA	$16.43	$22.98	$9.83	$3.50	NA
NRC - Disconnect Charge - 1st	BFR	NA	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	BFR	NA	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$8.94	$16.06	NA	NA	NA
2-Wire DID Port, per month	UEPP2	$12.08	TBD	$11.35	NA	$13.12	$14.63	$12.68	$12.08	$12.68
NRC - 1st	UEPP2	$50.00	TBD	$61.91	NA	$59.28	$83.09	$50.00	$50.00	BST GSST A4.3.1
NRC - Add'l	UEPP2	$18.00	TBD	$61.91	NA	$59.28	$83.09	$18.00	$50.00	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	UEPP2	NA	NA	NA	NA	$9.20	$13.48	NA	NA	NA
NRC - Disconnect Charge - Add'l	SOMAN	NA	NA	NA	NA	$9.20	$13.48	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UEPDD	$130.23	$125.00	$120.80	NA	$10.39	$16.07	NA	NA	NA
4-Wire DS1 Port w/DID capability, per month	UEPDD	$50.00	$112.00	$89.44	NA	$149.27	$148.46	$120.00	$130.23	$120.00
NRC - 1st	UEPDD	$18.00	$91.00	$52.46	NA	$85.63	$117.81	$145.00	$60.00	To be negotiated
NRC - Add'l	UEPDD	NA	NA	NA	NA	$50.23	$71.18	$126.09	$60.00	To be negotiated
NRC - Disconnect Charge - 1st	UEPDD	NA	NA	NA	NA	$8.82	$12.94	NA	NA	NA
NRC - Disconnect Charge - Add'l	SOMAN	NA	NA	$18.94	NA	$8.82	$12.94	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$8.42	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$10.39	$16.06	NA	NA	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	$16.42	$13.00	$13.47	$12.33	$23.33	$51.91	$12.50	$33.74	$1.90
NRC - 1st	U1PMA	$63.24	$88.00	$47.37	$90.48	$45.35	$63.59	$75.81	$65.79	BST GSST A4.3.1
NRC - Add'l	U1PMA	$63.24	$66.00	$47.37	$84.53	$45.35	$63.59	$56.91	$65.79	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	U1PMA	$5.69	NA	NA	NA	$4.31	$7.04	NA	NA	NA
NRC - Disconnect Charge - Add'l	SOMAN	$56.19	NA	$39.98	NA	$4.31	$7.04	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$56.19	NA	$39.98	NA	$38.29	$53.87	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	NA	NA	$38.29	$53.87	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	NA	NA	NA	$6.65	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	U1UMA	NA	NA	NA	$5.61	$6.65	$11.34	NA	NA	NA
NRC - User Profile per B Channel (4)	U1PMA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	$38.68	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	$106.40	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	$106.40	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
2-Wire ISDN Port(2) (3) including three available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	$36.01	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	$70.32	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	$70.32	NA
NRC - Incremental Charge - Manual Service Order - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
4-Wire ISDN DS1 Port, per month	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67.52	NA
NRC - 1st	UEPEX	$186.02	NA	$163.16	NA	$194.72	$213.21	$246.00	$214.79	$308.00
NRC - Add'l	UEPEX	$244.85	NA	$186.80	NA	$181.89	$244.12	$113.86	$278.37	To be negotiated
	UEPEX	$244.85	NA	$186.80	NA	$181.89	$244.12	$95.80	$278.37	To be negotiated

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		RATES BY STATE								
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - 1st	UEPEX	$51.19	NA	NA	NA	$27.11	$53.32	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPEX	$51.19	NA	NA	NA	$27.11	$53.32	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$54.75	NA	$37.88	NA	$33.18	$51.03	NA	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$54.75	NA	$37.88	NA	$33.18	$51.03	NA	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$11.53	NA	NA	NA	$7.73	$8.51	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$11.53	NA	NA	NA	$7.73	$8.51	NA	NA	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA	NA	NA	$275.48	NA	NA	NA	$251.00	NA
NRC - 1st	UEPEX	NA	NA	NA	$181.27	NA	NA	NA	$311.73	NA
NRC - Add'l	UEPEX	NA	NA	NA	$116.42	NA	NA	NA	$311.73	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	NA
2-Wire Analog Line Port (PBX), per month	UEPPC	$2.07	NA	$1.85	NA	$2.20	$2.11	NA	$2.35	NA
NRC - 1st	UEPPC	$21.93	$38.00	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	NA
NRC - Add'l	UEPPC	$21.93	$15.00	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	NA
NRC - Disconnect Charge - 1st	UEPPC	$5.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPPC	$5.21	NA	NA	NA	$3.77	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$14.46	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$8.94	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (PBX) including all available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	$8.67	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	$60.60	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	$60.60	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$14.46	NA
2-Wire Analog Line Port (PBX) including three available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	$5.38	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	$28.89	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	$28.89	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$14.46	NA
2-Wire Analog Hunting, per line per month	HTGUX	See features	NA	NA	$0.29	NA	See features	NA	See features	NA
NRC - 1st	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
NRC - Add'l	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
Coin Port, per month		$2.34	NA	$2.05	$3.04	$2.50	$2.32	NA	$2.77	$1.90
NRC - 1st		$21.93	NA	$17.16	$40.71	$16.43	$22.98	NA	$24.75	BST GSST A4.3.1
NRC - Add'l		$21.93	NA	$17.16	$40.71	$16.43	$22.98	NA	$24.75	BST GSST A4.3.1
NRC - Disconnect Charge - 1st		$5.21	NA	NA	NA	$4.15	$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l		$5.21	NA	NA	NA	$4.15	$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	$43.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$14.57	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$16.33	NA	NA	NA	$9.86	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	NA	NA	NA	NA	NA	NA	NA	NA
VERTICAL FEATURES	N/A	NA	No add'l charge	NA	No add'l charge	$8.28	NA	NA	See above	NA
Local Switching Features offered with Port, Per month (5)		$1.12	NA	NA	NA	NA	$1.32	NA	$1.10	NA
Three-Way Calling, per month		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
NRC - Disconnect		$0.08	NA	NA	NA	NA	$0.0755	NA	$0.1247	NA
Customer Changeable Speed Calling, per month		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
NRC - Disconnect		$0.03	NA	NA	NA	NA	$0.033	NA	$0.0665	NA
Call Waiting		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
NRC - Disconnect		$0.18	NA	NA	NA	NA	$0.4859	NA	$0.3743	NA
Remote Activation of Call Fordwarding, per month		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
NRC - Disconnect										

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		RATES BY STATE								
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Cancel Call Waiting, per month		$0.01	NA	NA	NA	NA	$0.0082	NA	$0.0099	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Callback, per month		$0.29	NA	NA	NA	NA	$0.9977	NA	$0.8015	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Recall, per month		$0.28	NA	NA	NA	NA	$0.3164	NA	$0.3102	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Calling Number Delivery, per month		$0.22	NA	NA	NA	NA	$0.1817	NA	$0.3272	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Calling Number Delivery Blocking, per month		$1.17	NA	NA	NA	NA	$0.9913	NA	$0.3684	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Customer Originated Trace, per month		$0.14	NA	NA	NA	NA	$0.1918	NA	$0.1402	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Rejection, per month		$0.13	NA	NA	NA	NA	$0.1721	NA	$0.1528	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Forwarding, per month		$0.05	NA	NA	NA	NA	$0.1050	NA	$0.1287	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Selective Call Acceptance, per month		$0.29	NA	NA	NA	NA	$0.4010	NA	$0.3283	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multiline Hunt Service (Rotary)										
Service per line, (in addition to port) , per month		$0.11	NA	NA	NA	NA	$0.1271	NA	$0.1301	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Variable, per month		$0.05	NA	NA	NA	NA	$0.0474	NA	$0.0768	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Busy Line, per month		$0.03	NA	NA	NA	NA	$0.0279	NA	$0.0603	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Forwarding Don't Answer All Calls, per month		$0.03	NA	NA	NA	NA	$0.0308	NA	$0.0655	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Remote Call Forwarding, per month		$1.36	NA	NA	NA	NA	$1.47	NA	$1.41	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Transfer, per month		$0.12	NA	NA	NA	NA	$0.1404	NA	$0.1392	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Hold, per month		$0.03	NA	NA	NA	NA	$0.0190	NA	$0.0677	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC – Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Toll Restricted Service, per month		$0.04	NA	NA	NA	NA	$0.0387	NA	$0.0743	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Message Waiting Indicator – Stutter Dial Tone, per month		$0.03	NA	NA	NA	NA	$0.0356	NA	$0.0318	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Anonymous Call Rejection, per month		$0.93	NA	NA	NA	NA	$0.9519	NA	$1.13	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA

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DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Shared Call Appearances of a DN, per month		$0.41	NA	NA	NA	NA	$0.5015	NA	$0.3513	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multiple Call Appearances, per month		$0.09	NA	NA	NA	NA	$0.0932	NA	$0.0891	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Bridged Call Exclusion, per month		$0.00	NA	NA	NA	NA	$0.0013	NA	$0.0013	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call by Call Access, per month		$28.29	NA	NA	NA	NA	$50.89	NA	$0.3621	NA
NRC		$28.94	NA	NA	NA	NA	$28.61	NA	$33.36	NA
NRC - Disconnect		$5.22	NA	NA	NA	NA	$5.18	NA	NA	NA
Privacy Release, per month		$0.01	NA	NA	NA	NA	$0.0030	NA	$0.0116	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Multi Appearance Directory Number Calls, per month		$0.10	NA	NA	NA	NA	$0.1115	NA	$0.1048	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Make Set Busy, per month		$0.01	NA	NA	NA	NA	$0.0013	NA	$0.0101	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Teen Service (Res. Dist. Alerting Service), per month		$0.15	NA	NA	NA	NA	$0.1071	NA	$0.2149	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Code Restriction and Diversion, per month		$0.04	NA	NA	NA	NA	$0.0464	NA	$0.0708	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Call Park, per month		$0.04	NA	NA	NA	NA	$0.0443	NA	$0.0694	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Automatic Line, per month		$0.09	NA	NA	NA	NA	$0.1111	NA	$0.1179	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Message Waiting Indication-Lamp, per month		$0.01	NA	NA	NA	NA	$0.0105	NA	$0.0138	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Feature Function Buttons		NA	NA	NA	NA	NA	NA	NA		
NRC		$1.03	NA	NA	NA	NA	$1.02	NA	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Subsequent Ordering Charge – (per order, per line)		NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic - 1st		$2.88	NA	NA	NA	NA	$2.84	NA	$1.36	NA
NRC - Electronic - Add'l		$0.96	NA	NA	NA	NA	$0.95	NA	$0.71	NA
NRC - Manual - 1st		$4.80	NA	NA	NA	NA	$4.73	NA	$7.35	NA
NRC - Manual - Add'l		$0.96	NA	NA	NA	NA	$0.95	NA	$0.95	NA
NRC - Disconnect		$2.88	NA	NA	NA	NA	$2.84	NA	NA	NA
End Office Switching (Port Usage)	N/A	$0.0018	$0.0175	$0.0016333	$0.002562	$0.0021	$0.0023771	$0.004	$0.0019295	$0.0019
End Office Switching Function, per mou	N/A	NA	$0.005	NA	NA	NA	NA	NA	NA	NA
End Office Switching Function, add'l mou (6)	N/A	$0.0002	NA	$0.0001564	NA	$0.0002	$0.0001927	NA	$0.0002581	NA
End Office Interoffice Trunk Port—Shared, per mou										
Tandem Switching (Port Usage) (Local or Access Tandem)	N/A	$0.00063	$0.00029	$0.0006757	$0.001096	$0.0008	$0.0007834	$0.0015	$0.0006843	$0.000676
Tandem Switching Function per mou	N/A	$0.00033	NA	$0.0002126	NA	$0.0003	$0.0002834	NA	$0.0004034	NA
Tandem Interoffice Trunk Port - Shared per mou										
INTEROFFICE TRANSPORT										
Common (Shared) Transport	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00004	$0.0000121	$0.00004
Common (Shared) Transport per mile per mou	N/A	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00036	$0.0004672	$0.00036
Common (Shared) Transport Facilities Termination per mou										
Interoffice Transport - Dedicated - VG										

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX	$0.03390	NA	$0.0222	$0.03	$0.0384	$0.0323	$0.03	$0.0373	$0.0173
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX	$18.49	NA	$17.07	$27.66	$19.10	$21.33	$18.01	$21.42	$18.33
NRC - 1st	1L5XX	$144.27	NA	$79.61	$142.31	$104.23	$144.77	$138.19	$136.44	$83.35
NRC - Add'l	1L5XX	$54.15	NA	$36.08	$56.21	$39.91	$56.06	$52.85	$51.37	$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$176.31	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.54	NA	$18.94	$37.21	$26.20	$36.86	$90.97	$39.63	$31.63
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	1L5XX	$0.0339	$0.0252	$0.0222	$0.03	$0.0384	$0.0323	$0.03	$0.0373	$0.17
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	$17.81	$21.33	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	$144.27	$137.15	$79.61	$142.31	$104.23	$144.77	$138.19	$136.44	$83.35
NRC - 1st	1L5XX	$54.15	$64.48	$36.08	$56.21	$39.91	$56.06	$52.85	$51.37	$20.88
NRC - Add'l	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$176.31	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$90.97	$39.63	$31.63
NRC - Incremental Charge - Manual Service Order - Add'l	1L5XX	$0.69	$0.6013	$0.4523	$0.45	$0.7831	$0.6598	$0.5759	$0.7598	$0.3525
Interoffice Transport - Dedicated - DS1	U1TF1	$79.69	$99.79	$78.47	$55 05	$93.40	$74.40	$71.32	$94.98	$75.83
Interoffice Transport - Dedicated - DS1 - per mile per month	U1TF1	$223.59	$45.91	$147.07	$298.18	$160.49	$222 81	$218.28	$216.27	$166.53
Interoffice Transport - Dedicated - DS1 - facilities termination per month	U1TF1	$168.60	$44.18	$111.75	$231.23	$123.03	$168.92	$164.55	$162.70	$124.84
NRC - 1st	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.83	$38.12	$39.63	$30.15
NRC - Add'l	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.86	$38.12	$39.63	$31.63
NRC - Incremental Charge - Manual Service Order - 1st	1L5XX	$11.93	$10.25	$7.07	$12.06	$16.15	$15.02	$11.62	$19.14	$6.88
NRC - Incremental Charge - Manual Service Order - Add'l	U1TF3	$736.60	$994.83	$743.41	$1,112.02	$1,131.09	$744.38	$815.01	$904.49	$840.61
Interoffice Transport - Dedicated - DS3	U1TF3	$877.36	$884.71	$878.95	$858.75	$883.62	$812.30	$854.47	$856.96	$877.70
Interoffice Transport - Dedicated - DS3 - per mile per month	U1TF3	$540.46	$552.81	$542.61	$524.95	$545.50	$598.55	$521.23	$522.20	$540.32
Interoffice Transport - Dedicated - DS3 - facilities termination per month	SOMAC	$101.69	NA	$98.49	$94.57	$99.02	$92.05	$97.23	$99.09	$102.75
NRC - 1st	SOMAC	$101.69	NA	$98.49	$94.57	$101.69	$92.05	$97.23	$99.09	$102.75
NRC - Add'l										
NRC - Incremental Charge - Manual Service Order - 1st										
NRC - Incremental Charge - Manual Service Order - Add'l										
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG	N/A	$14.61	$18.02	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
Monthly Recurring	N/A	$572.46	$477.33	$382.95	$597.14	$401.17	$565.31	$556.57	$554.00	$254.14
NRC - 1st	N/A	$92.07	$124.32	$62.40	$110.52	$66.35	$93.30	$90.19	$88.58	$28.96
NRC - Add'l	SOMAC	$45.12	NA	$18.94	$41.46	$29.54	$41.57	$598.80	$43.75	$33.65
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$18.73	NA	$8.42	NA	$19.46	$27.39	$102.94	$13.55	$23.84
NRC - Incremental Charge - Manual Service Order - Add'l										
Local Channel - Dedicated - 4-Wire VG	N/A	$15.77	$19.01	$14.99	$23.38	$16.21	$19.03	$15.88	$18.05	$20.14
Monthly Recurring	N/A	$581.14	$77.33	$368.44	$585.15	$407.11	$573.83	$565.05	$562.46	$257.05
NRC - 1st	N/A	$95.21	$124.32	$64.05	$98.53	$68.61	$96.40	$93.16	$91.57	$30.34
NRC - Add'l	SOMAC	$45.12	NA	$18.94	$98.53	$29.54	$41.57	$607.28	$43.64	$33.65
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$18.73	NA	$8.42	$11.99	$19.46	$27.39	$105.94	$13.55	$23.84
NRC - Incremental Charge - Manual Service Order - Add'l										
Local Channel - Dedicated - DS1	TMECS	$35.52	$44.35	$38.36	$43.80	$43.80	$38.91	$35.69	$37.20	$40.27
Monthly Recurring	TMECS	$549.85	$246.50	$356.15	$538.95	$396.86	$588.53	$537.66	$534.81	$343.71
NRC - 1st	TMECS	$475.02	$230.49	$312.89	$464.94	$342.92	$501.32	$465.45	$462.81	$277.86
NRC - Add'l	SOMAC	$91.22	NA	$44.22	$87.71	$61.82	$81.30	$623.92	$87.99	$23.51
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA	NA	NA	NA	NA	NA	$487.22	$3.11	$21.75
NRC - Incremental Charge - Manual Service Order - Add'l										
Local Channel - Dedicated -- DS3	TMECS	NA	NA	NA	NA	NA	$533.33	NA	NA	NA
Monthly Recurring	TMECS	NA	NA	NA	NA	NA	$569.08	NA	NA	NA
NRC - 1st	TMECS	NA	NA	NA	NA	NA	$534.58	NA	NA	NA
NRC - Add'l	SOMAC	NA	NA	NA	NA	NA	$56.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA	NA	NA	NA	NA	$56.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l										
DARK FIBER	UBNAX	$59.84	$55.35	$44.22	$64.64	$65.29	$70.35	$49.88	$72.45	$52.67
Per four fiber strands, per route mile or fraction thereof, per month	UBNAX	$2,518.66	$1,715.61	$1,355.29	$2,304.00	$1,685.19	$2,389.99	$2,277.00	$2,406.00	$1,672.44
NRC - Per each four-fiber dry fiber arrangement - 1st	UBNAX	$835.08	$622.68	$273.69	$740.93	$580.11	$804.32	$733.08	$765.30	$509 09
NRC - Per each four-fiber dry fiber arrangement - Add'l										
SWA 8XX Toll Free Dialing Ten Digit Screening Service (7)			TBD							

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
8XX Access Ten Digit Screening (all types), per call (8)	N/A	$0.0005	NA	$0.0004868	NA	$0.0005305	$0.0005321	NA	$0.0005227	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery										
per query	N/A	NA	NA	NA	$0.0010	NA	NA	$0.00365	NA	$0.004
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	$0.0011	NA	NA	$0.00431	NA	$0.004
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per query	N/A	NA	NA	NA	$0.0010	NA	NA	$0.00383	NA	$0.004
with Optional Complex Features, per query	N/A	NA	NA	NA	$0.0011	NA	NA	$0.00431	NA	$0.004
8XX Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA		NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved										
NRC - 1st	N8R1X	$7.13	NA	$6.57	$10.05	$6.29	$8.46	$27.00	$6.38	$30.00
NRC - Add'l	N8R1X	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.50	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$61.00	$22.63	$67.50
NRC - Add'l	N/A	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$1.50	$2.73	$1.50
NRC - Disconnect Charge - 1st	N/A	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	NA
NRC - Disconnect Charge - Add'l	N/A	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Per 8XX # Established with POTS Translations										
NRC - 1st	N8FTX	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$61.00	$22.63	$67.50
NRC - Add'l	N8FTX	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$1.50	$2.73	$1.50
NRC - Disconnect Charge - 1st	N8FTX	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	NA
NRC - Disconnect Charge - Add'l	N8FTX	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Customized Area of Service per 8XX Number										
NRC - 1st	N8FCX	$5.69	NA	$4.46	$6.97	$4.27	$5.63	$3.00	$5.64	$3.00
NRC - Add'l	N8FCX	$2.85	NA	$2.23	$3.49	$2.14	$2.81	$1.50	$2.82	$1.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										
NRC - 1st	N8FMX	$6.66	NA	$5.22	$8.16	$5.00	$6.59	$3.50	$6.60	$3.50
NRC - Add'l	N8FMX	$3.81	NA	$2.99	$4.67	$2.86	$3.77	$2.00	$3.78	$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request										
NRC - 1st	N8FAX	$8.10	NA	$7.33	$11.24	$7.01	$9.42	$41.00	$7.34	$48.50
NRC - Add'l	N8FAX	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.50	$0.9583	$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features										
NRC - 1st	N8FDX	$5.69	NA	$4.72	$6.97	$4.27	$5.63	$3.00	$5.64	$3.00
NRC - Add'l	N8FDX	NA	NA	$4.46	$6.97	$4.27	$5.63	$3.00	$5.64	$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)	OQT	$0.00004	$0.0003	$0.0000338	$0.00006	$0.0000418	$0.0000446	$0.0003	$0.0000442	$0.0003
LIDB Common Transport per query	OQU	$0.041003	$0.041003	$0.0105974	$0.00938	$0.0103774	$0.0142132	$0.041003	$0.0141003	$0.041003
LIDB Validation per query	N/A	$64.36	NA	$50.30	$107.60	$48.17	$63.63	$91.00	$61.62	NA
LIDB Originating Point Code Establishment or Change - NRC	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	$27.84	$91.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l										

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	$155.00
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	$510.00
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.31	NA	NA	NA	$11.40	$16.05	NA	NA	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	~~Not available~~ pending
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	$510.00
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.31	NA	NA	NA	$11.40	$16.05	NA	NA	NA
CCS7 Signaling Termination, per STP port per month		$148.72	$113.00	$133.99	$174.08	$161.99	$161.12	$355.00	$156.33	$355.00
CCS7 Signaling Usage, per ISUP message		$0.00004	$0.00001	$0.0000354	$0.000037893	$0.0000430	$0.0000456	NA	$0.0000452	$0.000023
(applicable when measurement and billing capability exists.)		$0.0001	$0.00004	$0.0000870	$0.000102042	$0.0001052	$0.0001115	NA	$0.0001108	$0.00005
CCS7 Signaling Usage, per TCAP message										
(applicable when measurement and billing capability exists.)		$376.12	$64.00	$340.67	$329.98	$406.71	$406.53	NA	$396.55	$395.00
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)										
CCS7 Signaling Point Code, Establishment or Change, per STP affected		$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
NRC										
OPERATOR CALL PROCESSING										
Operator Provided Call Handling per min - Using BST LIDB	N/A	$1.21	$1.00	$0.9680296	$1.6016	$0.91	$1.19	$1.06	$1.21	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	$1.25	$1.00	$1.02	$1.6249	$0.96	$1.24	$1.06	$1.25	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling, per call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	$0.30
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.11	$0.10	$0.0776409	$0.0856	$0.10	$0.1072884	$0.09	$0.1115808	$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.13	$0.10	$0.0976984	$0.1071	$0.12	$0.1253666	$0.09	$0.1293459	$0.15
Professional recording of name (OCP alone)	USOD1	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00
Professional recording of name (DA and OCP alone)	USOD1	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00
DRAM or front-end loading, per TOPS switch	USOD2	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
AABS or back-end loading, per IVS	USOD2	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
INWARD OPERATOR SERVICES										
Verification, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	NA	$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	NA	$1.15	NA
Verification, per call	VIL	NA	$0.80	NA	$1.00	NA	NA	$0.54	NA	$0.90
Verification and Emergency Interrupt, per call	N/A	NA	$1.00	NA	$1.111	NA	NA	$0.65	NA	$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.0598	$0.03	$0.0348712	$0.058	$0.04	$0.0425585	$0.036	$0.0638883	$0.12
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	$0.08	NA
Number Services Intercept per query	N/A	$0.0235	$0.01	$0.0097497	$0.0086	$0.02	$0.0188268	$0.0077	$0.0124036	$0.15
Number Services Intercept per Intercept Query Update	N/A	NA	NA	NA	$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call		$0.26	$0.25	$0.2124568	$0.3136	$0.20	$0.2617159	$0.271744	$0.2619983	NA
Professional recording of name (DA alone)		$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Professional recording of name (DA and OCP alone)		$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00
DRAM or front-end loading, per TOPS switch		$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
AABS or back-end loading, per IVS		$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00
EBAS or 0- automation loading, per NAV shelf		$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	$35.52	$43.64	$38.36	$36.32	$43.83	$38.91	BSTs FCC 1 Sec 9	$37.20	$133.81

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st	N/A	$503.57	$242.45	$356.15	$637.46	$339.69	$494.83	BSTs FCC 1 Sec 9	$534.81	$868.97
NRC - Add'l	N/A	$442.84	$226.44	$312.89	$546.94	$298.29	$435.28	BSTs FCC 1 Sec 9	$462.81	$486.83
NRC - Disconnect Charge - 1st	N/A	$46.28	NA	NA	NA	$33.02	$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$32.18	NA	NA	NA	$23.32	$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC	SOMAN	$61.99	NA	$44.22	NA	$42.34	$59.58	BSTs FCC 1 Sec 9	$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	$29.27	NA	NA	NA	$19.48	$27.41	NA	$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$0.6923	$0.6013	$0.4523	$0.45	$0.78	$0.6598	BSTs FCC 1 Sec 9	$0.7598	$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	BSTs FCC 1 Sec 9	$94.98	$90.00
NRC - 1st	N/A	$198.15	$45.91	$147.07	$298.18	$140.49	$196.28	BSTs FCC 1 Sec 9	$216.27	$100.49
NRC - Add'l	N/A	$148.18	$44.18	$111.75	$231.18	$106.69	$147.31	BSTs FCC 1 Sec 9	$162.70	$100.49
NRC - Disconnect Charge - 1st	N/A	$25.44	NA	NA	NA	$20.00	$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$20.42	NA	NA	NA	$16.34	$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	BSTs FCC 1 Sec 9	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	BSTs FCC 1 Sec 9	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	$0.0003	$0.0003	$0.0002906	$0.000175	$0.0003274	$0.0002997	BSTs FCC 1 Sec 9	$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	$0.00003	$0.00001	$0.0000186	$0.000004	$0.0000175	$0.0000202	BSTs FCC 1 Sec 9	$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	$0.0023	$0.00055	$0.0019152	$0.000783	$0.0025257	$0.0023713	BSTs FCC 1 Sec 9	$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	$0.00269	NA	$0.00269	NA	NA	NA	BSTs FCC 1 Sec 9	$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A									
NRC - 1st	N/A	$260.69	$206.06	$204.23	$501.98	$195.54	$257.73	BSTs FCC 1 Sec 9	$407.81	NA
NRC - Add'l	N/A	$5.95	$4.71	$4.42	$13.32	$4.23	$5.85	BSTs FCC 1 Sec 9	$11.00	NA
NRC - Disconnect Charge - 1st	N/A	$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$44.22	NA	$130.05	$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	$4.23	$5.85	NA	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	$0.0446	$0.001	$0.0445	$0.0193	$0.0443	$0.0447	$0.00072	$0.0444	NA
Directory Assistance Database Service, per month	DBSOF	$128.55	$100.00	$95.50	$120.76	$90.54	$126.17	$97.39	$127.23	NA
Direct Access to Directory Assistance Service (DADAS)										
Direct Access to Directory Assistance Service, per month	DBSDS	$7,055.00	$5,000.00	$5,254.00	$7,235.01	$4,982.00	$6,926.00	$5,000.00	$6,983.00	NA
Direct Access to Directory Assistance Service, per query	DBSDA	$0.0472685	$0.01	$0.0469016	$0.0052	$0.0460	$0.0461336	$0.023	$0.0468212	NA
Direct Access to Directory Assistance Service, svc estab charge	DBSDE									
NRC	DBSDE	$1,118.00	$820.00	$788.24	$1,186.94	$786.82	$1,097.00	$1,000.00	$1,173.00	NA
NRC - Disconnect	DBSDE	$81.83	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	$57.23	$80.52	NA	NA	NA
AIN (10)										TBD
AIN, per message	CAM	NA	$0.00004 (interim)	NA	NA	NA	NA	NA	NA	NA
AIN - BellSouth AIN SMS Access Service	CAM								NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	CAMSE	$197.49	NA	$90.25	NA	$153.31	$174.03	NA	$296.16	NA

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect	CAMSE	$114.22	NA	NA	NA	$78.06	$135.98	NA	NA	NA
Port Connection - Dial/Shared Access										
NRC	CAMDP	$64.05	NA	$29.66	NA	$50.07	$53.47	NA	$87.29	NA
NRC - Disconnect	CAMDP	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	NA
Port Connection - ISDN Access										
NRC	CAM1P	$64.05	NA	$29.66	NA	$50.07	$53.47	NA	$87.29	NA
NRC - Disconnect	CAM1P	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	NA
User ID Codes - per User ID Code										
NRC	CAMAU	$141.84	NA	$84.43	NA	$104.95	$129.83	NA	$202.08	NA
NRC - Disconnect	CAMAU	$70.05	NA	NA	NA	$48.95	$79.91	NA	NA	NA
Security Card per User ID Code, initial or replacement										
NRC	CAMRC	$142.13	NA	$35.44	NA	$125.33	$131.54	NA	$172.26	NA
NRC - Disconnect	CAMRC	$35.26	NA	NA	NA	$24.40	$45.77	NA	NA	NA
Storage, per unit (100Kb)	N/A	$0.0026	NA	$0.0023	NA	$0.0029	$0.0029	NA	$0.0028	NA
Session per minute	N/A	$0.0892	NA	$0.0795604	NA	$0.10	$0.0975650	NA	$0.0942966	NA
C0. Performed Session, per minute	N/A	$2.08	NA	$2.08	NA	$1.97	$2.09	NA	$2.07	NA
AIN - BellSouth AIN Toolkit Service	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
AIN, Service Creation Tools										
Service Establishment Charge, per state, initial set-up										
NRC	BAPSC	$192.69	NA	$86.74	NA	$153.25	$169.31	NA	$291.41	NA
NRC - Disconnect	BAPSC	$114.22	NA	NA	NA	$78.05	$135.96	NA	NA	NA
Training Session, per customer										
NRC	BAPVX	$8,363.00	NA	$8,348.00	NA	$8,315.00	$8,379.00	NA	$8,333.00	NA
NRC - Disconnect	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt										
NRC	BAPTT	$49.64	NA	$19.13	NA	$41.08	$39.30	NA	$73.02	NA
NRC - Disconnect	BAPTT	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay										
NRC	BAPTD	$49.64	NA	$114.80	NA	$41.08	$39.30	NA	$73.02	NA
NRC - Disconnect	BAPTD	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate										
NRC	BAPTM	$49.64	NA	$19.13	NA	$41.08	$39.30	NA	$73.02	NA
NRC - Disconnect	BAPTM	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP										
NRC	BAPTO	$117.98	NA	$70.06	NA	$92.99	$106.90	NA	$150.25	NA
NRC - Disconnect	BAPTO	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, CDP										
NRC	BAPTC	$117.98	NA	$70.06	NA	$92.99	$106.90	NA	$150.25	NA
NRC - Disconnect	BAPTC	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Feature Code										
NRC	BAPTF	$117.98	NA	$70.06	NA	$92.99	$106.90	NA	$150.25	NA
NRC - Disconnect	BAPTF	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	NA
Query Charge, per query	N/A	$0.024	NA	$0.0209223	NA	$0.03	$0.0256138	NA	$0.0250662	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	N/A	$0.006	NA	$0.0053137	NA	$0.0065	$0.0065161	NA	$0.0062979	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	$1.63	NA	$1.46	NA	$1.79	$1.79	NA	$1.73	NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$16.00	NA	$15.96	NA	$15.89	$16.01	NA	$15.93	NA
NRC	BAPMS	$44.56	NA	$22.64	NA	$34.61	$44.02	NA	$72.15	NA
NRC - Disconnect	BAPMS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	$0.10	NA	$0.0861109	NA	$0.08	$0.0810536	NA	$0.0872769	NA
NRC	BAPLS	$47.74	NA	$22.64	NA	$37.77	$47.21	NA	$47.35	NA
NRC - Disconnect	BAPLS	$15.90	NA	NA	NA	NA	NA	NA	NA	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	$15.90	NA	$15.87	NA	$15.81	$15.93	NA	$15.84	NA
NRC	BAPDS	$44.56	NA	$22.64	NA	$34.61	$44.02	NA	$72.15	NA
NRC - Disconnect	BAPDS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	$0.003	NA	$0.0028704	NA	$0.0026	$0.0027018	NA	$0.0029092	NA
NRC	BAPES	$47.74	NA	$22.64	NA	$37.77	$47.21	NA	$47.35	NA
NRC - Disconnect	BAPES	$15.90	NA	NA	NA	$37.77	NA	NA	NA	NA
CALLING NAME (CNAM) QUERY SERVICE										

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
CNAM (Database Owner), Per Query	N/A	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016
CNAM (Non-Database Owner), Per Query *	N/A	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	N/A	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00
* Volume and term arrangements are also available.										
SELECTIVE ROUTING (11)					$10.00 (Interim Rate)					
Per Line or PBX Trunk, each		NA	NA	NA	NA	NA	NA	NA	NA	TBD
NRC		NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch	USRCR	$230.60	$229.65	$180.62	$229.65	$229.65	$227.99	$229.65	$226.22	NA
NRC		$25.93	NA	$18.94	NA	NA	$253.51	NA	$27.84	$229.65
NRC - Incremental Charge - Manual Service Order										NA
VIRTUAL COLLOCATION										
2-wire Cross-Connect	UEAC2	$0.28	$0.524	$0.30	$0.31	$0.26	$0.3996	$0.30	$0.3648	$0.30
RC	UEAC2	$30.76	$11.57	$12.60	$54.21	$23.04	$30.93	$19.20	$41.50	$19.20
NRC - 1st	UEAC2	$29.40	$11.57	$12.60	$51.07	$22.11	$29.59	$19.20	$38.94	$19.20
NRC - Add'l	UEAC2	$12.75	NA	NA	NA	$9.48	$12.76	NA	NA	NA
NRC - Disconnect - 1st	UEAC2	$11.38	NA	NA	NA	$8.54	$11.43	NA	NA	NA
NRC - Disconnect - Add'l										
4-wire Cross-Connect	UEAC4	$0.56	$0.524	$0.50	$0.62	$0.52	$0.7992	$0.50	$0.7297	$0.50
RC	UEAC4	$66.71	$11.57	$12.60	$54.23	$23.23	$31.17	$19.20	$41.56	$19.20
NRC - 1st	UEAC4	$50.43	$11.57	$12.60	$50.96	$22.24	$29.77	$19.20	$38.90	$19.20
NRC - Add'l	UEAC4	$12.82	NA	NA	NA	$9.53	$12.83	NA	NA	NA
NRC - Disconnect - 1st	UEAC4	$11.39	NA	NA	NA	$8.55	$11.43	NA	NA	NA
NRC - Disconnect - Add'l										
2-fiber Cross-Connect	CNC2F	$12.10	NA	$15.64	$15.64	$19.13	$15.64	$15.99	$15.06	$15.64
RC	CNC2F	$55.46	NA	$41.56	$41.56	$41.07	$41.56	$67.34	$69.28	$41.56
NRC - 1st	CNC2F	$39.18	NA	$29.82	$29.82	$29.63	$29.82	$48.55	$48.89	$29.82
NRC - Add'l	CNC2F	$16.83	NA	NA	NA	$12.84	$12.96	NA	NA	NA
NRC - Disconnect - 1st	CNC2F	$13.27	NA	NA	NA	$10.29	$10.34	NA	NA	NA
NRC - Disconnect - Add'l										
4-fiber Cross-Connect	CNC4F	$21.75	NA	$28.11	$28.11	$34.38	$28.11	$28.74	$27.08	$28.11
RC	CNC4F	$66.71	NA	$50.53	$50.53	$49.81	$50.53	$82.35	$84.07	$50.53
NRC - 1st	CNC4F	$50.43	NA	$38.78	$38.78	$38.37	$38.78	$63.56	$63.68	$38.78
NRC - Add'l	CNC4F	$21.86	NA	NA	NA	$16.75	$16.97	NA	NA	NA
NRC - Disconnect - 1st	CNC4F	$18.31	NA	NA	NA	$14.20	$14.35	NA	NA	NA
NRC - Disconnect - Add'l										

NOTES:
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

1. In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.
2. Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.
3. Access to B Channel or D Channel Packet capabilities will be avail- able only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.
4. This rate element is for those states which have a specific rate for User Profile per B Channel.
5. When CLEC buys the switch at the network element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charges. (NC)
6. This rate element is for use in those states with a different rate for additional minutes of use.

BELLSOUTH/BTI RATES
NETWORK ELEMENTS
AND OTHER SERVICES

			RATES BY STATE								
		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DESCRIPTION											
7	BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)										
8	This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.										
9	This charge is only applicable where signaling usage measurement or billing capability does not exist.										
10	Prices for AIN to be determined upon development of mediation device. (TN)										
11	Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)										

Attachment 3

Network Interconnection

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Rates ..... Exhibit A

Network Interconnection: Call Transport and Termination

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) on the following terms:

1. Network Interconnection

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of network interconnection.

1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

1.2 BTI must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of BTI's originated local, intraLATA toll and transit traffic. If BTI chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, BTI must establish Points of Interconnection at all BellSouth access and local tandems where BTI NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and BTI End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is BTI's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.2.1 In order for BTI to home its NPA/NXX(s) on a BellSouth Tandem, BTI's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.

1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining

access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and BTI's 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 Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and BTI can verify and maintain specific performance objectives.
3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. BTI's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem apply only to BTI-originated local and local originating and terminating transit traffic.

1.6 BTI, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.

1.7 BellSouth, at its option, shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BTI for call transport and termination by BTI. The Point of Interface may not necessarily be established at the Point of Interconnection. BellSouth may designate a Point of Interface in each BellSouth flat rated local calling area.

1.8 Interconnection via Purchase of Facilities

1.8.1 The originating Party may purchase Local Channel facilities from the terminating Party from the originating Party's specified Point of Interface to its serving wire center. The Parties agree that charges for such Local Channel facilities are as set

forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.2 Additionally, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.3 For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

1.8.4 For the purposes of this Attachment, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

1.8.5 For the purposes of this Attachment, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

1.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of BTI-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, BTI must still establish Points of Interconnection at all BellSouth access tandems where BTI NXXs are "homed". If BTI does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, BTI can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where BTI does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

1.9.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on BTI's NXX Access Tandem homing arrangement as specified by BTI in the national Local Exchange Routing Guide (LERG).

1.9.2 For BTI-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

1.9.3 The Parties agree that compensation for the BellSouth transport and/or termination of BTI's local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

1.9.4 To the extent BTI does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, BTI must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent BTI does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent BTI routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, BTI agrees to pay BellSouth the associated transport and termination charges.

1.10 Local Tandem Interconnection.

1.10.1 This interconnection arrangement allows BTI to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of BTI-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

1.10.2 When a specified local calling area is served by more than one BellSouth local tandem, BTI must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, BTI may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. BTI may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where BTI does not choose to establish a Point of Interconnection. It is BTI's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to BTI's codes. Likewise, BTI shall obtain its routing information from the LERG.

1.10.3 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, BTI must also establish Points of Interconnection to BellSouth access tandems within the LATA on which BTI has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to

Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

1.10.4 BellSouth's provisioning of local tandem interconnection assumes that BTI has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

1.11 Fiber Meet

1.11.1 "Fiber-Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).

1.11.2 If BTI elects to interconnect with BellSouth pursuant to a Fiber Meet, BTI and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, BTI's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

1.11.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.11.4 BTI shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BTI Interconnection Wire Center ("BTI Wire Center").

1.11.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable BTI to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to BTI, Point of Interface to BellSouth).

1.11.6 BTI shall deliver and maintain such strands wholly at its own expense. Upon verbal request by BTI, BellSouth shall allow BTI access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.11.7 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.

1.11.8 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.

1.11.9 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 in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2. Interconnection Trunking And Routing

2.1 BellSouth and BTI shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.

2.2 Any BTI interconnection request that deviates from the standard trunking configurations as described in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* that affects traffic delivered to BTI from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require BTI 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.

2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and BTI not addressed in Exhibit A shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. BTI shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between BTI and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a BTI switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a BTI switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between BTI's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking,

additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

2.4.1 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.5 Switched Access traffic will be delivered to and by IXCs based on BTI's NXX Access Tandem homing arrangement as specified by BTI in the national Local Exchange Routing Guide (LERG).

2.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

3. Network Design And Management For Interconnection

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

3.6 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to BTI, BTI must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If BTI refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.

3.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to BTI, BTI must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If BTI refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.

3.6.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.

3.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

3.6.5 Signaling Call Information. BellSouth and BTI will send and receive 10 digits for local traffic. Additionally, BellSouth and BTI will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

4. Parity In Ordering And Provisioning

Each Party shall provide interconnection ordering and provisioning services to the other Party that are equal to the ordering and provisioning services the Parties provide themselves. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide.*

5. Local Dialing Parity

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call. In addition, under equivalent interconnection arrangements, BTI local service customers will experience at least the same

quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

6. Interconnection Compensation

6.1 Compensation for Call Transportation and Termination for Local Traffic

6.1.1 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 as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or terminates to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

6.1.2 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 charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.

6.1.3 For the purposes of this Attachment, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.

6.1.4 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).

6.1.5 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.

6.1.6 If BTI utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from BTI for transport and termination of BellSouth originated traffic, BellSouth will pay BTI no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where BTI receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the BTI terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate

BTI at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by BTI as defined in this Attachment.

6.1.7 Neither Party shall represent access services traffic (e.g. Internet Protocol (IP) Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation.

6.2 Unidentifiable traffic. BTI shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for BellSouth originated traffic. BTI end users' assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to BTI for termination on the BTI's network, if BellSouth cannot determine, because of the manner in which BTI has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if BTI can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

6.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and BTI shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies 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 to determine the appropriate local usage compensation to be paid.

6.4 Percentage Interstate Usage. For combined interstate and intrastate BTI traffic terminated by BellSouth over the same facilities, BTI 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 BTI. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

6.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and BTI shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 Rate True-up

This section applies only to North Carolina and Tennessee.

6.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

6.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

6.6.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

(a) BellSouth and CLEC is entitled to be a full Party to the proceeding;

(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

(c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

6.7 Compensation for IntraLATA Toll Traffic

6.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

6.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If BTI is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses BTI as an interexchange carrier on a 101XXXX basis, BellSouth will charge BTI the appropriate BellSouth tariff charges for originating switched access services.

6.7.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

6.7.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format for a fee of $0.013 per record.

6.7.5 8XX Access Screening. BellSouth's provision of 8XX TFD to BTI requires interconnection from BTI to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. BTI shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that BTI desires to query.

The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

6.8 Mutual Provision of Switched Access Service

6.8.1 Switched Access Traffic. Switched Access Traffic is as defined in the BellSouth Access Tariff. Additionally, IP Telephony traffic will be considered switched access traffic.

6.8.2 When BellSouth and BTI provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing 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 so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

6.8.3 Where either Party has been notified that the other Party has a Billing Guarantee Practice, each Party so notified (the Initial Billing Party or the recording Party) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other Party. Each Party will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the Parties.

6.8.4 Each Party will retain for a minimum period of sixty (60) 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.

6.8.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

6.8.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

6.8.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.

6.8.8 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.9 Transit Traffic Service. Each Party shall provide tandem switching and transport services for the other's transit traffic. 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. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

6.9.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from nay BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that BTI is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to BTI. BTI agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of BTI. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6.10 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.

7. **Frame Relay Service**

7.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and BTI's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which BTI is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between BTI and BellSouth Frame Relay Switches in the same LATA.

7.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

7.3 Upon the request of either Party, such interconnection will be established where BellSouth and BTI have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

7.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.

7.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

7.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").

7.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").

7.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, BTI may determine its PLCU in aggregate, by dividing the total number of Local VCs

in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies BTI that it has found that this method does not adequately represent the PLCU.

7.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

7.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and BTI will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. BTI will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of BTI's PLCU.

7.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and BTI will pay, the total non-recurring and recurring charges for the NNI port. BTI will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by BTI's PLCU.

7.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

7.8 For the PVC segment between the BTI and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

7.9 Compensation for PVC rate elements will be calculated as follows:

7.9.1 If BTI orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the BTI Frame Relay switch, BellSouth will invoice, and BTI will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and BTI Frame Relay switches. If the VC is a Local VC, BTI will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to BTI for the PVC segment.

7.9.2 If BellSouth orders a Local VC connection between a BTI subscriber's PVC segment and a PVC segment from the BTI Frame Relay switch to the BellSouth

Frame Relay switch, BellSouth will invoice, and BTI will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and BTI Frame Relay switches. If the VC is a Local VC, BTI will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to BTI for the PVC segment.

7.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No, 1.

7.9.4 If BTI requests a change, BellSouth will invoice and BTI will pay a Feature Change charge for each affected PVC segment.

7.9.4.1 If BellSouth requests a change to a Local VC, BTI will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

7.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

7.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No, 1.

7.10 BTI will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 8.5.3 above.

7.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

7.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

8. Operational Support Systems (OSS) Rates

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

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

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	**AL, GA, LA, MS, SC**	**FL, KY, NC, TN**
OSS **LSR** charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99 SOMAN

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

8.1 Denial/Restoral OSS Charge

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

8.2 Cancellation OSS Charge

BTI will incur an OSS charge for an accepted LSR that is later canceled by BTI.

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

8.3 Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

8.4 Threshold Billing Plan

The Parties agree that BTI will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

BELLSOUTH/BTI RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL INTERCONNECTION	N/A	$0.0018	NA	$0.0016333	$0.002562	NA	$0.0023771	$0.004	$0.0019295	$0.0019
End Office Switching, per mou		NA	$0.002	NA	NA	$0.00209	NA	NA	NA	NA
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)	N/A	$0.00063	$0.00029	$0.0006757	$0.001096	NA	$0.0007834	$0.0015	$0.0006843	$0.000676
Tandem Switching, per mou	N/A	NA	NA	NA	NA	$0.00430	NA	NA	NA	NA
Tandem Switching (assumes 5 miles of transport per mou)		NA	$0.00325	NA	NA	$0.00639	NA	NA	NA	NA
Tandem Local Interconnection, per mou (includes end office switching element)		NA	$0.00125	NA	NA	$0.00430	NA	NA	NA	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99		NA	$0.00125	NA	NA	$0.00430	NA	NA	NA	NA
Local Intermediary, per mou (applies to transit only)		BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.8 of the appropriate BellSouth intrastate access tariff.										
Tandem Intermediary Charge, per mou*	N/A	$0.0015	NA	NA	$0.001096	NA	NA	NA	NA	NA
*(This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)										
INTEROFFICE TRANSPORT										
Common (Shared) Transport	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00004	$0.0000121	$0.00004
Common (Shared) Transport per mile per mou	N/A	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00036	$0.0004672	$0.00036
Common (Shared) Transport Facilities Termination per mou										
Interoffice Transport - Dedicated - VG	1L5XX	$0.03390	NA	$0.0222	$0.03	$0.0384	$0.0323	$0.03	$0.0373	$0.0173
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX	$18.49	NA	$17.07	$27.66	$19.10	$21.33	$18.01	$21.42	$18.33
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX	$144.27	NA	$79.61	$142.31	$104.23	$144.77	$138.19	$136.44	$83.35
NRC - 1st	1L5XX	$54.15	NA	$36.08	$56.21	$39.91	$56.06	$52.85	$51.37	$20.88
NRC - Add'l	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$176.31	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.54	NA	$18.94	$37.21	$26.20	$36.86	$90.97	$39.63	$31.63
NRC - Incremental Charge - Manual Service Order - Add'l										
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	1L5XX	$0.0339	$0.0252	$0.0222	$0.03	$0.0384	$0.0323	$0.03	$0.0373	$0.17
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	$17.81	$21.33	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	$144.27	$137.15	$79.61	$142.31	$104.23	$144.77	$138.19	$136.44	$83.35
NRC - 1st	1L5XX	$54.15	$64.45	$36.08	$56.21	$39.91	$56.06	$52.85	$51.37	$20.88
NRC - Add'l	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$176.31	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$90.97	$39.63	$31.63
NRC - Incremental Charge - Manual Service Order - Add'l										
Interoffice Transport - Dedicated - DS1	1L5XX	$0.69	$0.6013	$0.4523	$0.45	$0.7831	$0.6598	$0.5759	$0.7598	$0.3525
Interoffice Transport - Dedicated - DS1 - per mile per month	U1TF1	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
Interoffice Transport - Dedicated - DS1 - facilities termination per month	U1TF1	$223.59	$45.91	$147.07	$298.18	$160.49	$222.81	$218.28	$216.27	$166.53
NRC - 1st	U1TF1	$168.60	$44.18	$111.75	$231.23	$123.03	$168.92	$164.55	$162.70	$124.84
NRC - Add'l	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.83	$38.12	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.86	$38.12	$39.63	$31.63
NRC - Incremental Charge - Manual Service Order - Add'l										
Interoffice Transport - Dedicated - DS3	1L5XX	$12.56	$10.22	$6.53	$12.62	$14.04	$15.02	$13.00	$19.08	$5.89
Interoffice Transport - Dedicated - DS3 - per mile per month	U1TF3	$771.60	$984.55	$725.53	$1,204.00	$1,101.00	$744.38	$720.65	$960.82	$760.20
Interoffice Transport - Dedicated - DS3 - facilities termination per month	U1TF3	$961.93	$772.93	$778.80	$946.23	$713.57	$812.30	$798.95	$941.07	$729.27
NRC - 1st	U1TF3	$532.45	$435.92	$439.62	$516.89	$404.36	$596.55	$582.33	$503.72	$411.98
NRC - Add'l	SOMAC	$100.19	NA	$77.41	$93.12	$71.19	$64.97	$91.37	$92.52	$75.98
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$100.19	NA	$77.41	$93.12	$71.19	$64.97	$91.37	$92.52	$75.98
NRC - Incremental Charge - Manual Service Order - Add'l										
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG	N/A	$14.61	$18.02	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
Monthly Recurring	N/A	$572.48	$477.33	$382.95	$597.14	$401.17	$565.31	$556.57	$554.00	$254.14
NRC - 1st	N/A	$92.07	$124.32	$62.40	$110.52	$66.35	$93.30	$90.19	$88.58	$28.96
NRC - Add'l	SOMAC	$45.12	NA	$18.94	$41.46	$29.54	$41.57	$598.80	$43.75	$33.65
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$18.73	NA	$8.42	NA	$19.46	$27.39	$102.94	$13.55	$23.84
NRC - Incremental Charge - Manual Service Order - Add'l										
Local Channel - Dedicated - 4-Wire VG										

BELLSOUTH/BTI RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Monthly Recurring	N/A	$15.77	$19.01	$14.99	$23.38	$16.21	$19.03	$15.88	$18.05	$20.14
NRC - 1st	N/A	$581.14	$477.33	$368.44	$585.15	$407.11	$573.83	$565.05	$562.46	$257.05
NRC - Add'l	N/A	$95.21	$124.32	$64.05	$98.53	$68.61	$96.40	$93.16	$91.57	$30.34
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$45.12	NA	$18.94	$98.53	$29.54	$41.57	$607.28	$43.64	$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$18.73	NA	$8.42	$11.99	$19.46	$27.39	$105.94	$13.55	$23.84
Local Channel - Dedicated - DS1										
Monthly Recurring	TMECS	$35.52	$44.35	$38.36	$43.80	$43.80	$38.91	$35.69	$37.20	$40.27
NRC - 1st	TMECS	$549.85	$246.50	$356.15	$538.95	$396.86	$588.53	$537.66	$534.81	$343.71
NRC - Add'l	TMECS	$475.02	$230.49	$312.89	$464.94	$342.92	$501.32	$465.45	$462.81	$277.86
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$91.22	NA	$44.22	$87.71	$61.82	$81.30	$623.92	$87.99	$23.51
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	NA	$467.22	$3.11	$21.75
Local Channel - Dedicated – DS3										
Monthly Recurring	TMECS	NA	NA	NA	NA	NA	$533.33	NA	NA	NA
NRC - 1st	TMECS	NA	NA	NA	NA	NA	$569.08	NA	NA	NA
NRC - Add'l	TMECS	NA	NA	NA	NA	NA	$534.58	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA	NA	NA	NA	NA	$56.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA	NA	NA	NA	NA	$56.84	NA	NA	NA

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when BTI is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4. All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of collocation space.

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to BTI a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by BTI and agreed to by BellSouth (hereinafter "Collocation Space"). Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises. The size specified by BTI may contemplate a request for space sufficient to accommodate BTI's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, BTI may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in BTI's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.

1.3 Use of Space. BTI shall use the Collocation Space for the purposes of installing, maintaining and operating BTI's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, BTI may at its option, place BTI-owned or leased fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, BTI may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by BTI pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. BTI agrees to pay the rates and charges identified at Exhibit A attached hereto. Rates marked with an asterisk are interim and subject to true-up pursuant to Section 7.7.

2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will provide BTI physical collocation, pursuant to the terms of this Attachment, at any BellSouth central office premises, unless BellSouth is prepared to demonstrate to the Public Service Commission that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office premises. BellSouth shall, upon request from BTI, remove obsolete unused equipment from its premises prior to BellSouth's scheduled removal of such equipment, to increase the amount of space available for collocation. BTI shall pay its pro rata share of costs associated with the removal of such equipment. BTI will be responsible only for those costs associated with clearing the space to be occupied by BTI.

2.2 Reporting. Upon request from BTI, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocators present at the central office premises, any modifications in the use of the space since the last report or the central office premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from BTI must be written and must include the central office premises and Common Language Location Identification (CLLI) code of the central office premises. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, for the second through fifth requests, BellSouth shall notify BTI and inform BTI of the time frame under which it can respond which shall be as soon as reasonably possible.

2.3 Denial of Application. After notifying BTI that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow BTI, upon request, to tour the entire Central Office 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 Central Office must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central office premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise BTI as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all central office premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose a procedure different than procedures set forth in this section, that procedure shall supersede the requirements set forth in this Section 2 relating to Space Notification.

3. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall provide BTI collocation for BTI's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow BTI to have direct access to its equipment and facilities but may require BTI to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where BTI'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, BTI 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 Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of BTI's equipment and facilities at BTI's option or if required by local building code. BTI must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, BTI and BTI's BellSouth certified contractor must comply with local building code requirements. BTI's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill BTI directly for all work performed for BTI pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BTI must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access BTI's locked enclosure prior to notifying BTI. Any dispute regarding the applicability of building code requirements will be resolved by the appropriate local government authority, and, failing such, the Parties will act in good faith to resolve the issue.

3.2.1 BellSouth has the right to review BTI's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction

to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require BTI to remove or correct at BTI's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. BTI may allow other telecommunications carriers to share BTI's caged collocation arrangement pursuant to terms and conditions agreed to by BTI ("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, in which case BellSouth will request of the landlord that said prohibition be waived. The terms and conditions of the agreement between the Host and its Guests shall be written and a copy provided on a confidential basis to the BellSouth contact specified in Section 15 within ten (10) business days of the Guest's application and prior to any Firm Order. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment between BellSouth and BTI.

3.3.1 BTI 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. The initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this application is not the initial application made by BTI for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 BTI shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of BTI's Guests in the Collocation Space, unless caused by BellSouth's sole or gross negligence or willful misconduct.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office 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 Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by BTI and in conformance with BellSouth's design and construction specifications. Further, BTI 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.

3.4.1 Should BTI elect such option, BTI must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, BTI and BTI's contractor must comply with local building code requirements. BTI's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. BTI's BellSouth Certified

Vendor shall bill BTI directly for all work performed for BTI pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BTI 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 BTI's locked enclosure prior to notifying BTI.

3.4.2 BellSouth maintains the right to review BTI's plans and specifications prior to construction of an Adjacent Arrangement(s). 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 guidelines and specifications. BellSouth may require BTI, at BTI'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.

3.4.3 BTI 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 point of interconnection. At BTI's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

3.5 BTI may seek a particular physical collocation arrangement, and is entitled to a presumption that such arrangement is technically feasible, if any local exchange company has deployed such collocation arrangement in any incumbent local exchange carrier premises.

4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day BTI's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify BTI in writing that the Collocation Space is ready for occupancy within 5 business days of the date the space is ready for occupancy. BTI must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. BTI must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If BTI fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event BTI's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to BTI with respect to said Collocation Space. However, for good cause shown, BTI may request and BellSouth will grant an extension of up to 30 days. Termination of BTI's rights to the Collocation Space pursuant to this paragraph shall not operate to release BTI from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. To the extent BellSouth places a subsequent collocator in the Collocation Space within one year of the date BTI's right to occupy said Collocation Space

terminates, BellSouth shall reimburse BTI an amortized amount of the costs incurred by BellSouth in preparing the Collocation Space based upon the amount of time the Collocation Space was unoccupied pursuant to this paragraph until its occupancy by the subsequent collocator. For purposes of this paragraph, BTI's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, BTI may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, BTI at its expense shall remove its equipment and other property from the Collocation Space. BTI shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of BTI's Guests; provided, however, that BTI shall continue payment of monthly fees to BellSouth until such date as BTI has fully vacated the Collocation Space. Should BTI 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 BTI at BTI's expense and with no liability for damage or injury to BTI's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, BTI shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the BTI except for ordinary wear and tear. BTI 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 except for ordinary wear and tear.

5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asyncronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. If BellSouth denies collocation of BTI's equipment citing safety standards, BellSouth must provide to BTI within (5) five business days of the denial a list of all equipment that BellSouth locates within the premises in question together with an affadivit attesting that all of the equipment meets or exceeds the safety standard that BellSouth contends BTI's equipment fails to meet.

5.1.2 BTI shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the central office premises.

5.1.3 BTI shall place a plaque or other identification affixed to BTI's equipment necessary to identify BTI's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. BTI may elect to place BTI-owned or BTI-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection 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. BTI will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. BTI will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the BTI's equipment in the Collocation Space. In the event BTI utilizes a non-metallic, riser-type entrance facility, a splice will not be required. BTI must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. BTI is responsible for maintenance of the entrance facilities. At BTI's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.2.1 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 BTI with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not, at the time that BellSouth receives BTI's request for physical collocation under the Attachment, 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 BTI's arrangement. The location of the serving manhole(s) will be determined at the sole, reasonable and nondiscriminatory discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. BTI may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another BTI collocation arrangement within the same BellSouth Premises. BTI must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to BTI-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should BTI request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to BTI by BellSouth, BTI shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures which shall be no less than industry standards and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance

notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between BTI's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. BTI shall be responsible for providing, and BTI's BellSouth Certified Vendor shall be responsible for installing and properly labelling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Where it designates the demarcation point on a per arrangement basis, BellSouth will make best efforts to locate the demarcation point in close proximity to BTI's collocated equipment. BTI or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At BTI's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 BTI's Equipment and Facilities. BTI, or if required by this Attachment, BTI's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by BTI. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, BTI may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by BTI or the other Interconnector(s) BTI is directly connecting to, or through BellSouth facilities designated by BTI, at BTI's option. Such connections to other carriers may be made using either optical or electrical facilities. BTI may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If BTI requests a co-Carrier cross-connect after the initial installation, BTI must submit an application with a Subsequent Application Fee. BTI must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the BTI equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where BTI's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, BTI will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a non-recurring charge for the individual case will be assessed.

5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to BTI when

access to the Collocation Space is required. BTI may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that BTI will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, BTI shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. BTI agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. BTI agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of BTI employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with BTI or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. BTI shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. BTI will pay BellSouth $250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), BTI shall pay for all reasonable costs associated with the re-keying.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of BTI violates the provisions of this paragraph, BellSouth shall give written notice to BTI, which notice shall direct BTI to cure the violation within forty-eight (48) hours of BTI's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If BTI fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to BTI's equipment. BellSouth will endeavor, but is not required, to provide notice to BTI prior to taking such action and shall have no liability to BTI for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct or gross negligence.

5.10 Personalty and its Removal. Subject to requirements of this Attachment, BTI may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by BTI 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

BTI at any time. Any damage caused to the Collocation Space by BTI's employees, agents or representatives during the removal of such property shall be promptly repaired by BTI at its expense.

5.11 Alterations. In no case shall BTI or any person acting on behalf of BTI make any material rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by BTI. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and fee, pursuant to sub-section 6.1.2.

5.12 Janitorial Service. BTI shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. BTI shall submit an application document when BTI or BTI's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For BTI or BTI's Guest(s) initial equipment placement, BTI shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in BTI's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event BTI or BTI's Guest(s) desire to modify the use of the Collocation Space, BTI 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 Exhibit A. 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 Central Office premises are required to accommodate the change requested by BTI in the Application. Such necessary modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by BTI for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to BTI. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by BTI within 30 calendar days following BTI's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, 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. BellSouth will not classify an Application as not Bona Fide for de minimus or clerical errors which do not affect the ability of Application to be processed. 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 BTI or differently configured, BTI must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

6.3 Bona Fide Firm Order. BTI shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires BTI to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to BTI's Application/Inquiry. If BTI makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will 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 and duties have been executed. Such re-evaluation and response process will not be unnecessarily prolonged on account of de minimus changes to the application. If BellSouth needs to reevaluate BTI's application as a result of changes requested by BTI to BTI's original application, then BellSouth will charge BTI a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require BTI to resubmit the application with an application fee.

6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of BTI's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

6.3.2 BellSouth will permit one accompanied site visit to BTI's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to BTI.

6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.3.4 Except for a site visit under 6.3.2, BTI must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date BTI desires access to the Collocation Space.

6.4 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.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and BTI will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to BTI during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 5 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. BTI and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by BTI. BellSouth will correct any deviations to BTI's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.5 Use of Certified Vendor. BTI shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, BTI must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide BTI with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing BTI's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and BTI upon successful completion of installation. The Certified Vendor shall bill BTI directly for all work

performed for BTI pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying BTI upon successful completion of BellSouth's vendor certification process. BellSouth will begin the certification process of BTI's internal engineering and installation department after written notification is received.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. BTI shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service BTI's Collocation Space. Upon request, BellSouth will provide BTI with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by BTI. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.7 Basic Telephone Service. Upon request of BTI, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.8 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. BTI's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by BTI divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse BTI in an amount equal to BTI reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.9 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, BTI may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and BTI 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, BTI 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 BTI, such information will be provided to BTI in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to BTI within 180 days of BellSouth's written denial of BTI's request for physical collocation, and (ii) BTI was not informed in the written denial that physical collocation space would become available within such 180 days, then BTI 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. BTI 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. 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 prevent the arrangement from becoming 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 virutal collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.

6.10 Cancellation. If, at anytime, BTI cancels its order for the Collocation Space(s), BTI will reimburse BellSouth for any reasonable 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 BTI would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.11 Licenses. BTI, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, BTI shall remit payment of a Cable Installation Fee and one-half (1/2) of the reasonable estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following BTI's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Subsection 6.1.2) when BTI requests a modification to the arrangement.

7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.4 Floor Space. 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 BTI's equipment. When the Collocation Space is enclosed, BTI shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, BTI 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 BTI's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, BTI 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 BTI first occupies the Collocation Space, whichever is sooner.

7.5 Power. BellSouth shall supply –48 Volt (-48V) DC power for BTI's Collocation Space within the central office premises and shall make available AC power at BTI's option for Adjacent Arrangement collocation.

7.5.1 7.5.1 Charges for -48V DC power 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 BTI'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 BTI's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by BTI's certified power vendor. BTI's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event it should be necessary for BellSouth to construct additional DC power plant or upgrade the existing DC power plant in a Central Office as a result of BTI's request to collocate in that Central Office ("Power Plant Construction"), BTI shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. BellSouth will notify BTI of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. BTI shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. BTI shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction.

7.5.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by BTI's certified vendor. BTI's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7.6 Security Escort. A security escort will be required whenever BTI or its approved agent desires access to the entrance manhole or must have access to the Central Office Premises after the one accompanied site visit allowed pursuant to subsection 6.2.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance.

Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.7 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, BTI shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to BTI. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). BTI will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. INSURANCE

8.1 BTI shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 BTI shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL BTI applicable policies as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

8.3 All policies purchased by BTI shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Attachment or until all BTI's property has been removed from

BellSouth's Central Office, whichever period is longer. If BTI fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from BTI.

8.4 BTI shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. BTI shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from BTI's insurance company. BTI shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203

8.5 BTI must conform to reasonable recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such reasonable recommendations.

8.6 BellSouth shall procure and maintain insurance coverage, or will maintain a program of self insurance, at equivalent or higher levels as those imposed upon BTI under this section.

8.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or BTI), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. INSPECTIONS

10.1 BellSouth may conduct an inspection of BTI's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between BTI's equipment and equipment of BellSouth. If BTI later adds equipment, BellSouth may conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide BTI 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.

11. SECURITY AND SAFETY REQUIREMENTS

11.1 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. Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of BTI will be permitted in the BellSouth Central Office. BTI 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 Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the BTI name. BellSouth reserves the right to remove from its premises any employee of BTI not possessing identification issued by BTI. BTI shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. BTI shall be solely responsible for ensuring that any Guest of BTI is in compliance with all subsections of this Section 11.

11.1.1 BTI will be required, at its own expense, to conduct a statewide investigation of criminal history records for each BTI employee being considered for work on the BellSouth Central Office, for the states/counties where the BTI 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.

11.1.2 BTI will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 BTI shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. BTI shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any BTI personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each BTI employee requiring access to a BellSouth Central Office pursuant to this agreement, BTI shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, BTI will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's request, BTI shall promptly remove from the BellSouth's premises any employee of BTI BellSouth does not wish to grant access to its premises pursuant to any reasonable investigation conducted by BellSouth.

11.2 Notification to BellSouth. BST reserves the right to interview BTI's employees, agents, or contractors. BTI and its contractors shall cooperate fully with BellSouth's

investigation into allegations of wrongdoing or criminal conduct committed by or involving BTI's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill BTI for all costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that BTI's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill BTI for BellSouth property which is stolen or damaged where an investigation determines the culpability of BTI's employees, agents, or contractors. BTI shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of BTI identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. BTI shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of BellSouth Supplies by BTI Employees. Use of any BellSouth supplies by a BTI employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to BTI as may be all associated investigative costs. At BellSouth's request, BTI shall promptly and permanently remove from BellSouth's Central Office any employee of BTI found to be in violation of this rule.

11.4 Use of Official Lines by BTI Employees. Except for local calls necessary in the performance of their work, BTI employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a BTI's employees may be charged to BTI as may be all associated investigative costs. At BellSouth's request, BTI shall promptly and permanently remove from BellSouth's premises any employee of BTI found to be in violation of this rule.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of BellSouth or any CLEC for the improper actions of its employees.

11.6 Access. BellSouth shall provide BTI reasonable access to restroom facilities while at BellSouth's central offices.

12. DESTRUCTION OF COLLOCATION SPACE

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for BTI's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for BTI's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to BTI, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. BTI may, at its own expense, accelerate the rebuild of its collocated space and equipment

provided however that BTI uses a certified vendor and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If BTI's acceleration of the project increases the cost of the project, then those additional charges will be incurred by BTI. Where allowed and where practical, BTI may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, BTI shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for BTI's permitted use, until such Collocation Space is fully repaired and restored and BTI's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where BTI has placed an Adjacent Arrangement pursuant to section 3.4, BTI shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. EMINENT DOMAIN

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then with respect to such Collocation Space or Adjacent Arrangement this Attachment shall terminate 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 BTI shall each have the right to terminate this Attachment with respect to such 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.

14. NONEXCLUSIVITY

14.1 BTI 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.

EXHIBIT A: BELLSOUTH/BTI RATES – ALABAMA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$7,124.00 Disconnect Charge $1.73
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1675.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Requested Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$189.86	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.28	NA
PE1PJ	Floor Space	Per square foot	$3.85	NA
PE1BD	Cable Installation	Per Cable	NA	$2,335.00 Disconnect Charge $54.39
PE1PM	Cable Support Structure	Per entrance cable	$23.23	NA

EXHIBIT A: BELLSOUTH/BTI RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Power			
PE1PL	-48V DC Power	Per amp	$7.14	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 4)**	Per Cross Connect		First / Additional
PE1P2	2-wire		$.28	$30.76 / $29.40
PE1P4	4-wire		$.56	$31.01 / $29.58
PE1P1	DS-1		$2.14	$60.81 / $41.71
PE1P3	DS-3		$38.63	$57.80 / $39.81
PE1F2	2-fiber		$10.44	$73.00 / $52.00
PE1F4	4-fiber		$18.76	$88.00 / $67.00
				Disconnect Charges
	2-wire			First / Additional
	4-wire			$12.75 / $11.38
	DS-1			$12.82 / $11.39
	DS-3			$12.85 / $11.50
				$14.93 / $11.76
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement	Cable Support Structure, per linear foot	$0.06	NA
PE1DS Copper	Copper or Coaxial	(existing)	$0.03	NA
		Cable Support Structure (new)	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card*	Per Card		$250.00
	Space Availability Report*	Per Central Office Requested		$550.00

EXHIBIT A: BELLSOUTH/BTI RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.08	NA
PE1PF	4 Wire Cross-Connect		$0.17	NA
PE1PG	DS1 Cross-Connect		$0.69	NA
PE1PH	DS3 Cross-Connect		$4.74	NA
PE1B2	2 Fiber Cross-Connect		$25.89	NA
PE1B4	4 Fiber Cross-Connect		$34.91	NA
AEH	Additional Engineering Fee **(Note 6)**	Per request, First half hour/Add'l Half hour		First / Additional Basic Time - $31.00 / $22.00 Overtime - $37.00 / $26.00
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$43.47/$25.82
PE1OT	Overtime	hour/Additional	NA	$55.25/$32.79
PE1PT	Premium Time	Half-hour	NA	$67.03/$39.76

EXHIBIT A: BELLSOUTH/BTI RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, BTI will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BTI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BTI as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BTI may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BTI for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects**: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$34.03 / $32.67	$14.48 / $13.11
4-wire	$34.28 / $32.85	$14.55 / $13.12
DS-1	$64.08 / $44.98	$14.58 / $13.23
DS-3	$61.07 / $43.08	$16.66 / $13.49

(5) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, BTI may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.

(6) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BTI-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BTI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BTI RATES - FLORIDA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	$15.53	$3,248.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1675.00
	Cable Racking / Fiber Duct	Per arrangement, square foot		ICB
	Frame / Aisle Lighting	Per arrangement, square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Requested Prior to 6/1/99*			
PE1BW	Wire Cage	Per first 100 sq. Ft.	$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. Ft.	$84.10	NA
PE1BF	Fire Rated Cage	Per first 100 sq. Ft.	$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. Ft.	$4.14	NA
PE1CC	Gypsum Board Cage	Per add'l 50 sq. Ft.	$9.35	NA
PE1CF	Fire Rated Cage	Per add'l 50 sq. Ft.	$11.30	NA
PE1PJ	Floor Space	Per sq. Ft.	$4.25	NA
PE1BD	Cable Installation	Per Cable	$2.77	$1,056.00
PE1PM	Cable Support Structure		$22.94	NA

EXHIBIT A: BELLSOUTH/BTI RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1PL	Power			
	-48V DC Power	Per amp	$7.14	ICB
	120V AC Power single phase *	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects **(Note 4)**	Per Cross Connect		
PE1P2	2-wire		$.0524	$11.57
PE1P4	4-wire		$.0524	$11.57
PE11S	DS-1/DCS		$8.085	$69.64
PE11X	DS-1/DSX		$.4110	$69.64
PE13S	DS-3/DCS		$56.97	$528.00
PE13X	DS-3/DSX		$10.06	$528.00
PE1F2	Optical Cross Connects		$6.46	$2,431.00
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES	Fiber Cable Support Structure, existing	Per linear foot	$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A2	Security Access System			
	Security System*	Per Central Office	$95.00	
	New Access Card Activation*	Per request-5 cards	NA	$85.12
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card*	Per Card		$250.00
	Space Availability Report *	Per Central Office Requested		$550.00
	POT Bay **(Note 6)**		NA	NA

EXHIBIT A: BELLSOUTH/BTI RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee **(Note 7)**	Per request, First half hour/Add'l half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
	Security Escort			
	Basic Time	Per ¼ hour	NA	$10.89
	Overtime	Per ¼ hour	NA	$13.64
	Premium Time	Per ¼ hour	NA	$16.40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, BTI will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BTI may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BTI for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects**: Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

Cross Connects	Per Cross Connect	RC	NRC
2-wire	Per 100 X-Connects	$5.24	$1,157.00
4-wire	Per 100 X-Connects	$5.24	$1,157.00
DS-1/DCS	Per 28 X-Connects	$226.39	$1,950.00
DS-1/DSX	Per 28 X-Connects	$11.51	$1,950.00
DS-3/DCS	Per Cross Connect	$56.97	$ 528.00
DS-3/DSX	Per Cross Connect	$10.06	$528.00
Optical Cross Connects	Per Cross Connect	$6.46	$2,431.00

EXHIBIT A: BELLSOUTH/BTI RATES - FLORIDA PHYSICAL COLLOCATION (cont.)

(5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, BTI may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

(6) **POT Bays**: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for BTI to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

(7) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BTI-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BTI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BTI RATES - GEORGIA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$3,850.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**	Per square foot	NA	$100.00
	Space Enclosure **(Note 3)**			
	Cages Prior to 6/1/99			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$170.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$17.33	NA
	Floor Space			
PE1PJ	Zone A	Per square foot	$7.50	NA
PE1PK	Zone B	Per square foot	$6.75	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.14	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$12.60 / $12.60
PE1P4	4-wire		$.50	$12.60 / $12.60
PE1P1	DS-1		$8.00	$155.00 / $27.00
PE1P3	DS-3		$72.00	$155.00 / $27.00
PE1F2	2-fiber		$10.29	$73.00 / $52.00
PE1F4	4-fiber		$18.50	$88.00 / $67.00

EXHIBIT A: BELLSOUTH/BTI RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES	Fiber Cable Support Structure, existing	Per linear foot	$0.06	NA
PE1DS	Copper or Coaxial Cable Support Structure, existing	Per linear foot	$0.03	NA
(TBD)	Cable Support Structure Construction, new	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card*	Per Card		$250.00
	Space Availability Report*	Per Central Office Requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.40	NA
PE1PF	4 Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$25.53	NA
PE1B4	4 Fiber Cross-Connect		$34.43	NA
AEH	Additional Engineering Fee **(Note 5)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
	Security Escort			
PE1BT	Basic Time	Per 1/2 hour/Additional Half-hour	NA	$41.00/$25.00
PE1OT	Overtime		NA	$48.00/$30.00
PE1PT	Premium Time		NA	$55.00/$35.00

EXHIBIT A: BELLSOUTH/BTI RATES - GEORGIA PHYSICAL COLLOCATION (cont.)

Note(s)

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, BTI will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event BTI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BTI as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BTI may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BTI for the space enclosure, and this fee shall not be applicable.

(4) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Attachment, BTI may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BTI-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BTI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BTI RATES - KENTUCKY PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$9,926.72
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.42	NA
PE1PJ	Floor Space	Per square foot	$5.00	NA
PE1BD	Cable Installation	Per Cable	NA	$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	$24.23	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.68	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BTI RATES - KENTUCKY
PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.31	$54.21/$51.07
PE1P4	4-wire		$.62	$54.23/$50.96
PE1P1	DS-1		$1.92	$99.23/$69.15
PE1P3	DS-3		$39.94	$97.48/$66.90
PE1F2	2-fiber		$13.28	$73.00/$52.00
PE1F4	4-fiber		$23.87	$88.00/$67.00
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system	Per Central Office	$52.00	
	New Access Card Activation	Per Card		$55.00
	Administrative change, existing card	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report	Per Central Office Requested	NA	$550.00
	POT Bay Arrangements **Prior to 6/1/99**	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.06	NA
PE1PF	4 Wire Cross-Connect		$0.15	NA
PE1PG	DS1 Cross-Connect		$0.58	NA
PE1PH	DS3 Cross-Connect		$4.51	NA
PE1B2	2 Fiber Cross-Connect		$32.94	NA
PE1B4	4 Fiber Cross-Connect		$44.42	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$56.09/$31.99
PE1OT	Overtime	hour/Additional	NA	$67.75/$39.00
PE1PT	Premium Time	Half-hour	NA	$79.41/$46.01

EXHIBIT A: BELLSOUTH/BTI RATES - KENTUCKY PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee **(Note 5)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, BTI will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BTI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BTI as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BTI may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BTI for the space enclosure, and this fee shall not be applicable.

(4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, BTI may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BTI-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BTI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BTI RATES – LOUISIANA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$4,910.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$197.55	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.07	NA
PE1PJ	Floor Space	Per square foot	$4.01	NA
PE1BD	Cable Installation	Per Cable	NA	$1,706.00 Disconnect charge $36.00
PE1PM	Cable Support Structure	Per entrance cable	$24.05	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.15	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BTI RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects **(Note 4)**	Per Cross Connect		First / Additional
PE1P2	2-wire		$.26	$23.04/$22.11
PE1P4	4-wire		$.52	$23.23/$22.24
PE1P1	DS-1		$2.03	$43.61/$30.60
PE1P3	DS-3		$36.27	$41.46/$29.20
PE1F2	2-fiber		$10.20	$73.00/$52.00
PE1F4	4-fiber		$18.34	$88.00/$67.00
				Disconnect charges
				First / Additional
	2-wire			$9.48/$8.54
	4-wire			$9.53/$8.55
	DS-1			$9.56/$8.63
	DS-3			$11.06/$8.86
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report*	Per Central Office Requested		$550.00

EXHIBIT A: BELLSOUTH/BTI RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay Arrangements	Per Cross Connect		
	Prior to 6/1/99			
PE1PE	2 Wire Cross-Connect		$0.0776	NA
PE1PF	4 Wire Cross-Connect		$0.1552	NA
PE1PG	DS1 Cross-Connect		$0.6406	NA
PE1PH	DS3 Cross-Connect		$4.75	NA
PE1B2	2 Fiber Cross-Connect		$25.30	NA
PE1B4	4 Fiber Cross-Connect		$34.12	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$32.35/$19.95
PE1OT	Overtime	hour/Additional	NA	$40.50/$25.00
PE1PT	Premium Time	Half-hour	NA	$48.66/$30.05
AEH	Additional Engineering Fee **(Note 6)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, BTI will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BTI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BTI as prescribed in Section 7 of the Collocation Attachment.

EXHIBIT A: BELLSOUTH/BTI RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BTI may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BTI for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects**: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$24.92/$23.99	$10.56/$9.62
4-wire	$25.11/$24.12	$10.61/$9.63
DS-1	$45.49/$32.48	$10.64/$9.71
DS-3	$43.34/$31.08	$12.14/$9.94

(5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, BTI may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(6) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BTI-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BTI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BTI RATES – MISSISSIPPI PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$6,993.00 Disconnect charge $1.70
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$205.08	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.83	NA
PE1PJ	Floor Space	Per square foot	$3.45	Disconnect charge $53.24
PE1BD	Cable Installation	Per Cable	NA	$2,419.00
PE1PM	Cable Support Structure	Per entrance cable	$22.90	NA
PE1PL	Power			
	-48V DC Power	Per amp	$6.93	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BTI RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects **(Note 4)**	Per Cross Connect		First / Additional
PE1P2	2-wire		$.3996	$30.93/$29.59
PE1P4	4-wire		$.7992	$31.17/$29.77
PE1P1	DS-1		$2.90	$60.42/$41.68
PE1P3	DS-3		$53.31	$57.45/$39.81
PE1F2	2-fiber		$15.82	$73.00/$52.00
PE1F4	4-fiber		$28.43	$88.00/$67.00
				Disconnect Charges
				First / Additional
	2-wire			$12.76/$11.43
	4-wire			$12.83/$11.43
	DS-1			$12.87/$11.54
	DS-3			$14.92/$11.80
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report*	Per Central Office Requested		$550.00

EXHIBIT A: BELLSOUTH/BTI RATES - MISSISSIPPI PHYSICAL COLLOCATION (cont.)

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.1195	NA
PE1PF	4 Wire Cross-Connect		$0.2389	NA
PE1PG	DS1 Cross-Connect		$0.9862	NA
PE1PH	DS3 Cross-Connect		$5.81	NA
PE1B2	2 Fiber Cross-Connect		$39.23	NA
PE1B4	4 Fiber Cross-Connect		$52.91	NA
AEH	Additional Engineering Fee **(Note 6)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$42.87/$25.54
PE1OT	Overtime	hour/Additional	NA	$54.43/$32.41
PE1PT	Premium Time	Half-hour	NA	$65.99/$39.28

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, BTI will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BTI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BTI as prescribed in Section 7 of the Collocation Attachment.

EXHIBIT A: BELLSOUTH/BTI RATES - MISSISSIPPI PHYSICAL COLLOCATION (cont.)

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BTI may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BTI for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects**: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	$33.58 / $32.24	$14.27 / $12.94
4-wire	$33.82 / $32.42	$14.34 / $12.94
DS-1	$63.07 / $44.33	$14.38 / $13.05
DS-3	$60.10 / $42.46	$16.43 / $13.31

(5) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Attachment, BTI may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(6) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BTI-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BTI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BTI RATES – NORTH CAROLINA*
PHYSICAL COLLOCATION

***Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$3,850.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1,600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC	Per ton (one ton minimum)		$2,400.00
	Ground Bar	Per Connection		$720.00
	Project Management	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$146.80	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$14.91	NA
PE1PJ	Floor Space	Per square foot	$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	$5.00	ICB
	120V AC Power single phase	Per breaker amp	$5.50	ICB
	240V AC Power single phase	Per breaker amp	$11.00	ICB
	120V AC Power three phase	Per breaker amp	$16.50	ICB
	277V AC Power three phase	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BTI RATES – NORTH CAROLINA*
PHYSICAL COLLOCATION (cont.)

***Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$19.20/$19.20
PE1P4	4-wire		$.50	$19.20/$19.20
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$15.90	$73.00/$52.00
PE1F4	4-fiber		$28.50	$88.00/$67.00
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system	Per Central Office	$52.00	
	New Access Card Activation	Per Card		$55.00
	Administrative change, existing card	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report	Per Central Office Requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$0.40	NA
PE1PF	4 Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$39.30	NA
PE1B4	4 Fiber Cross-Connect		$53.00	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$41.00/$25.00
PE1OT	Overtime	hour/Additional	NA	$48.00/$30.00
PE1PT	Premium Time	Half-hour	NA	$55.00/$35.00

EXHIBIT A: BELLSOUTH/BTI RATES – NORTH CAROLINA PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee **(Note 5)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, BTI will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BTI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BTI as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BTI may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BTI for the space enclosure, and this fee shall not be applicable.

(4) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Attachment, BTI may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BTI-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BTI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BTI RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$4,850.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1600.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC*	Per ton (one ton minimum)		$2,400.00
	Ground Bar*	Per Connection		$720.00
	Project Management*	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, , per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$22.81	NA
PE1PJ	Floor Space	Per square foot	$3.90	NA
PE1BD	Cable Installation	Per Cable	NA	$2,217.00
PE1PM	Cable Support Structure	Per entrance cable	$24.55	NA
PE1PL	Power			
	-48V DC Power	Per amp	$7.09	ICB
	120V AC Power single phase*	Per breaker amp	$5.50	ICB
	240V AC Power single phase*	Per breaker amp	$11.00	ICB
	120V AC Power three phase*	Per breaker amp	$16.50	ICB
	277V AC Power three phase*	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BTI RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (cont.)

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects **(Note 4)**			First / Additional
PE1P2	2-wire	Per Cross Connect	$.3648	$41.50/$38.94
PE1P4	4-wire	Per Cross Connect	$.7297	$41.56/$38.90
PE1P1	DS-1	Per Cross Connect	$2.70	$70.79/$50.78
PE1P3	DS-3	Per Cross Connect	$49.24	$69.60/$49.14
PE1F2	2-fiber	Per Cross Connect	$13.75	$73.00/$52.00
PE1F4	4-fiber	Per Cross Connect	$24.71	$88.00/$67.00
	Co-Carrier Cross-Connect **(Note 5)**			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report*	Per Central Office Requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*	Per Cross Connect		
PE1PE	2 Wire Cross-Connect		$.1091	NA
PE1PF	4 Wire Cross-Connect		$.2181	NA
PE1PG	DS1 Cross-Connect		$.9004	NA
PE1PH	DS3 Cross-Connect		$5.64	NA
PE1B2	2 Fiber Cross-Connect		$34.09	NA
PE1B4	4 Fiber Cross-Connect		$45.97	NA
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$43.00/$25.57
PE1OT	Overtime	hour/Additional	NA	$54.62/$32.46
PE1PT	Premium Time	Half-hour	NA	$66.24/$39.35

EXHIBIT A: BELLSOUTH/BTI RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (cont.)

AEH	Additional Engineering Fee **(Note 6)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, BTI will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BTI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BTI as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BTI may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BTI for the space enclosure, and this fee shall not be applicable.

(4) **Cross Connects**: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional
2-wire	$46.66 / $44.10
4-wire	$46.68 / $44.02
DS-1	$75.88 / $55.87
DS-3	$74.69 / $54.23

(5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, BTI may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A: BELLSOUTH/BTI RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (cont.)

(6) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BTI-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BTI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/BTI RATES – TENNESSEE*
PHYSICAL COLLOCATION

***All Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	$3,850.00
PE1CA	Subsequent Application Fee **(Note 1)**	Per Request	NA	$1,600.00 Minumum
PE1BB	Space Preparation Fee **(Note 2)**			
	Mechanical / HVAC	Per ton (one ton minimum)		$2,400.00
	Ground Bar	Per Connection		$720.00
	Project Management	Per arrangement		$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure **(Note 3)** *Prior to 6/1/99*			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$19.38	NA
PE1PJ	Floor Space	Per square foot	$7.50	NA
PE1BD	Cable Installation	Per Cable	NA	$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	$13.35	NA
PE1PL	Power			
	-48V DC Power	Per amp	$5.00	ICB
	120V AC Power single phase	Per breaker amp	$5.50	ICB
	240V AC Power single phase	Per breaker amp	$11.00	ICB
	120V AC Power three phase	Per breaker amp	$16.50	ICB
	277V AC Power three phase	Per breaker amp	$38.20	ICB

EXHIBIT A: BELLSOUTH/BTI RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

***Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects	Per Cross Connect		First / Additional
PE1P2	2-wire		$.30	$19.20/$19.20
PE1P4	4-wire		$.50	$19.20/$19.20
PE1P1	DS-1		$8.00	$155.00/$27.00
PE1P3	DS-3		$72.00	$155.00/$27.00
PE1F2	2-fiber		$15.90	$73.00/$52.00
PE1F4	4-fiber		$28.50	$88.00/$67.00
	Co-Carrier Cross-Connect **(Note 4)**			
PE1ES Fiber	Fiber cable support structure, existing	Per linear foot	$0.06	NA
PE1DS Copper	Copper or Coaxial cable support structure, existing	Per linear foot	$0.03	NA
TBD	Cable Support Structure Construction (new)	Per new construction	NA	ICB
PE1A1	Security Access System			
	Security system	Per Central Office	$52.00	
	New Access Card Activation	Per Card		$55.00
	Administrative change, existing card	Per Card		$35.00
	Replace lost or stolen card	Per Card		$250.00
TBD	Space Availability Report	Per Central Office Requested		$550.00
	POT Bay Arrangements *Prior to 6/1/99*			
PE1PE	2 Wire Cross-Connect	Per Cross Connect	$0.40	NA
PE1PF	4 Wire Cross-Connect	Per Cross Connect	$1.20	NA
PE1PG	DS1 Cross-Connect	Per Cross Connect	$1.20	NA
PE1PH	DS3 Cross-Connect	Per Cross Connect	$8.00	NA
PE1B2	2 Fiber Cross-Connect	Per Cross Connect	$39.30	NA
PE1B4	4 Fiber Cross-Connect	Per Cross Connect	$53.00	NA

EXHIBIT A: BELLSOUTH/BTI RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

***Rates are interim and subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort			
PE1BT	Basic Time	Per 1/2	NA	$41.00/$25.00
PE1OT	Overtime	hour/Additional	NA	$48.00/$30.00
PE1PT	Premium Time	Half-hour	NA	$55.00/$35.00
AEH	Additional Engineering Fee **(Note 5)**	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - $31.00/$22.00 Overtime - $37.00/$26.00

Note(s):
N/A refers to rate elements which do not have a negotiated rate.

(1) **Subsequent Application Fee**: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, BTI will be assessed the full Application Fee for all subsequent activity for completed arrangements.

(2) **Space Preparation Fee**: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event BTI opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to BTI as prescribed in Section 7 of the Collocation Attachment.

(3) **Space Enclosure Fee**: For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. BTI may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill BTI for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELLSOUTH/BTI RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

(4) **Co-Carrier Cross-Connect**. As stated in Section 5 of the Collocation Attachment, BTI may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

(5) **Additional Engineering Fee**: BellSouth's additional engineering, and other labor costs associated with handling BTI-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, BTI agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

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 BTI 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 BTI 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. BTI should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for BTI to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. BTI will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the BTI space with proper notification. BellSouth reserves the right to stop any BTI work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by BTI are owned by BTI. BTI will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by BTI or different hazardous materials used by BTI at BellSouth Facility. BTI must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by BTI to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and BTI 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 BTI will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, BTI must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and BTI shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, BTI agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. BTI further agrees to cooperate with BellSouth to ensure that BTI's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by BTI, 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

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

1.1 During the term of this Agreement, BTI shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, BTI will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 For the purposes of the resale of BellSouth's telecommunications services by BTI, BellSouth will provide BTI with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. BTI acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that BTI cancel its reservations of numbers. BTI shall comply with such request.

1.3. Further, upon BTI request and for the purposes of the resale of BellSouth's telecommunications services by BTI, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for BTI's sole use. Such telephone number reservations shall be transmitted to BTI via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. BTI acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for BTI's reasonable need in that particular CLLIC.

2. Number Portability Permanent Solution

2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of the Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.

2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC.

This end user line charge will be as filed in FCC No. 1 and will be billed to BTI where BTI is a subscriber to local switching or where BTI is a reseller of BellSouth telecommunications services. This charge will not be discounted.

3. Service Provider Number Portability

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of BTI. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the BTI switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP Implementation

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.

4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be

responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party 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 EMR 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. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of

service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

5. Transition to Permanent Number Portability

5.1 Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

5.2 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.

6. True-up

This section applies only to North Carolina and Tennessee.

6.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices

determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

6.2 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

6.3 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

(a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
(c) It shall include as an issue the geographic deaveraging of network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

7. Operational Support System (OSS) Rates

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

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

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99 SOMAN

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

BTI will incur an OSS charge for an accepted LSR that is later canceled by BTI.

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

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for network elements and other services ordered by means other than one of the interactive interfaces. These ordered network elements and other services manual additive NRCs will apply in these states, rather than the charge per LSR.

Threshold Billing Plan

The Parties agree that BTI will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first

day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

BELLSOUTH/BTI RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY										
RCF, per number ported (Business Line), 10 paths	TNPBL	NA	NA	NA	NA	NA	NA	$2.25	NA	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA	NA	NA	NA	NA	NA	$1.15	NA	NA
RCF, per number ported (Business Line)	TNPBL	$2.13	NA	$2.03	NA	$2.29	$2.34	NA	$2.17	$1.50
NRC	TNPBL	$0.65	NA	$0.51	NA	$0.49	$0.6441	NA	$0.7046	NA
NRC - Disconnect Charge	TNPBL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, per number ported (Residence Line)	TNPRL	$2.13	NA	$2.03	NA	$2.29	$2.34	NA	$2.17	$1.25
NRC	TNPRL	$0.65	NA	$0.51	NA	$0.49	$0.6441	NA	$0.7046	NA
NRC - Disconnect Charge	TNPRL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	$0.32	NA	$0.2836	NA	$0.38	$0.3838	NA	$0.3854	$0.50
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD									
NRC - 1st	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	None	$1.37	$25.00
NRC - Add'l	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	None	$1.37	$25.00
NRC - Disconnect - 1st	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect - Add'l	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
DIRECT INWARD DIALING										
DID per number ported, Residence - NRC	TNPDR	$1.18	NA	$0.93	NA	$0.89	$1.17	NA	$2.25	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per number ported, Business - NRC	TNPDB	$1.18	NA	$0.93	NA	$0.89	$1.17	NA	$2.25	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per service order, per location										
NRC - 1st	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.37	NA
NRC - Add'l	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	NA	$1.37	NA
NRC - Disconnect - 1st	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Disconnect - Add'l	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
DID, per trunk termination, Initial	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	NA	$13.16	NA
DID, per trunk termination, Initial - NRC	TNPT2	$173.73	NA	$135.47	NA	$129.69	$171.68	NA	$218.03	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	$50.43	NA	NA	NA	$37.85	$49.86	NA	NA	NA
DID, per trunk termination, Subsequent	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	NA	$13.16	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	$51.35	NA	$39.53	NA	$37.85	$50.69	NA	$73.63	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	$25.00	NA	NA	NA	$18.75	$24.71	NA	NA	NA

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1 Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)

2 BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

Attachment 6

Ordering and Provisioning

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ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.

1.1 BellSouth shall provide ordering and provisioning services to BTI that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday: 8:00AM - 5:00PM location time (excluding holidays)
(Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday: 8:00 AM - 5:00 PM location time (excluding holidays)
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

1.3 All other BTI requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide BTI access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local

Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer record information includes Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG.. In addition, BTI shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, BTI shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that BTI and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. The EDI interface can be integrated with the TAG pre-ordering interface by BTI. As an alternative to the EDI arrangement, BellSouth also provides ordering and provisioning capability through TAG that can be integrated with the TAG preordering capability by BTI. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows BTI to report and monitor service troubles and obtain repair services. BellSouth shall offer BTI service trouble reporting in a non-discriminatory manner that provides BTI the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides BTI an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers BTI access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of BTI to New BellSouth Software Releases for National Standard Machine-to-Machine Electronic Interfaces. BellSouth will issue new software releases for new national standards its national standard, machine-to-machine electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release of new national standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth

will issue documents to BTI with sufficient notice to allow BTI to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachments 1 and 2 of this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by BTI will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if BTI wishes to reinstate an order, BTI may be required to submit a new service order.

3.2 Single Point of Contact. BTI will be the single point of contact with BellSouth for ordering activity for network elements and other services used by BTI to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. BTI and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by BTI to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify BTI that such an order has been processed, but will not be required to notify BTI in advance of such processing.

3.3 Use of Facilities. When a customer of a CLEC 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 CLEC by BellSouth for retail or resale service, loop and/or port 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 a customer's CLEC at the same address served by the denied facility.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.

3.3.1.3 Notify BTI subsequent to the disconnect order being completed.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.6 Cancellation Charges. If BTI cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

Attachment 7

Billing and Billing Accuracy Certification

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Rates ..... Exhibit A

BILLING AND BILLING ACCURACY CERTIFICATION

1. **Payment and Billing Arrangements**

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that BTI requests. BellSouth will bill and record in accordance with this Agreement those charges BTI incurs as a result of BTI purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from BTI, BTI shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, BTI will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or 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"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of BTI. BTI shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by BTI from BTI's customer. BellSouth will not become involved in billing disputes that may arise between BTI and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such

Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from BTI, the total amount billed to BTI will not include those taxes or fees for which the CLEC is exempt. BTI will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of BTI.

1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. BTI will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or in applicable state law.

1.7 Discontinuing Service to BTI. The procedures for discontinuing service to BTI are as follows:

1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by BTI of the rules and regulations contained in BellSouth's tariffs.

1.7.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to BTI 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, BellSouth may, at the same time, give thirty days notice to BTI at the billing address to discontinue the provision of existing services to BTI at any time thereafter.

1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and BTI's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to BTI without further notice.

1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, BTI's services will be discontinued. Upon discontinuance of service on BTI's account, service to the BTI's end users will be denied. BellSouth will reestablish service at the request of the end user or BTI for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. BTI is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1.8 Deposit Policy. When purchasing services from BellSouth, BTI will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or in its sole discretion some other form of security. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in BTI's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

1.9 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. Billing Accuracy Certification

2.1 Upon request, BellSouth and BTI will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

2.2 As part of the billing quality assurance program, BellSouth and BTI will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide BTI with mutually

agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, BTI will pay all bills received from BellSouth in full by the payment due date.

2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

2.3.2 Closure of a specific billing period will 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 regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

3. Billing Disputes

3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs. If a Party disputes charges and the dispute is resolved in favor

of such Party, the other Party shall credit the bill of the disputing Party for the amount of the charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute.

4. RAO Hosting

4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to BTI by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

4.2 BTI shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

4.3 Compensation amounts, if applicable, will be billed by BellSouth to BTI on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4.4 BTI must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from BTIto 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 BTI and will coordinate all associated conversion activities.

4.5 BellSouth will receive messages from BTI that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

4.6 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 BTI.

4.7 All data received from BTI 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.

4.8 All data received from BTI 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)).

4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by BTI and will forward them to BTI on a daily basis.

4.10 Transmission of message data between BellSouth and BTI will be via CONNECT:Direct.

4.11 All messages and related data exchanged between BellSouth and BTI 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.

4.12 BTI 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.

4.13 Should it become necessary for BTI to send data to BellSouth more than sixty (60) days past the message date(s), BTI 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 BTI to notify all affected Parties.

4.14 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 BTI) identified and agreed to, the company responsible for creating the data (BellSouth or BTI) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from BTI, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify BTI of the error condition. BTI 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, BTI will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

4.16 In association with message distribution service, BellSouth will provide BTI with associated intercompany settlements reports (CATS and NICS) as appropriate.

4.17 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.

4.18 RAO Compensation

4.18.1 Rates for message distribution service provided by BellSouth for BTI are as set forth in Exhibit A to this Attachment.

4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .

4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and BTI for the purpose of data transmission. Where a dedicated line is required, BTI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. BTI 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 BTI. Additionally, all message toll charges associated with the use of the dial circuit by BTI will be the responsibility of BTI. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

4.18.4 All equipment, including modems and software, that is required on the BTI end for the purpose of data transmission will be the responsibility of BTI.

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by BTI 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 BTI and the involved company(ies), unless that company is participating in NICS.

4.19.2 Both traffic that originates outside the BellSouth region by BTI and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by BTI, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by BTI, involves a company other than BTI, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

4.19.3 Once BTI 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.

4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of BTI. BellSouth will distribute copies of these reports to BTIon a monthly basis.

4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of BTI. BellSouth will distribute copies of these reports to BTI on a monthly basis.

4.19.6 BellSouth will collect the revenue earned by BTI from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of BTI. BellSouth will remit the revenue billed by BTI to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on BTI. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to BTI via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.19.7 BellSouth will collect the revenue earned by BTI within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of BTI. BellSouth will remit the revenue billed by BTI within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to BTI via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and BTI agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

5. Optional Daily Usage File

5.1 Upon written request from BTI, BellSouth will provide the Optional Daily Usage File (ODUF) service to BTI pursuant to the terms and conditions set forth in this section.

5.2 The BTI 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 BTI customer.

Charges for delivery of the Optional Daily Usage File will appear on the BTIs' 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 BTI will be the responsibility of the BTI. If, however, the BTI should encounter significant volumes of errored messages that prevent processing by the BTI within its systems, BellSouth will work with the BTI 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 BTI:

- 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 BTI.

5.6.1.4 In the event that BTI detects a duplicate on Optional Daily Usage File they receive from BellSouth, BTI will drop the duplicate message (BTI 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 BTI 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 BTI for the purpose of data transmission. Where a dedicated line is required, BTI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. BTI 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 BTI. Additionally, all message toll charges associated with the use of the dial circuit by BTI will be the responsibility of BTI. 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 BTI end for the purpose of data transmission will be the responsibility of BTI.

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 BTI which BellSouth RAO that is sending the message. BellSouth and BTI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by BTI and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 Pack Rejection

5.6.4.1 BTI 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. BTI will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to BTI by BellSouth.

5.6.5 Control Data

BTI will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate BTI 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 BTI for reasons stated in the above section.

5.6.6 Testing

5.6.6.1 Upon request from BTI, BellSouth shall send test files to BTI 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 BTI set up a production (LIVE) file. The live test may consist of BTI's employees making test calls for the types of services BTI requests on the Optional Daily Usage File. These test calls are logged by BTI, 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. Access Daily Usage File

6.1. Upon written request from BTI, BellSouth will provide the Access Daily Usage File (ADUF) service to BTI pursuant to the terms and conditions set forth in this section.

6.2 The BTI shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with a port that BTI has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on the BTIs' 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.

6.5 Messages that error in the billing system of the BTI will be the responsibility of the BTI. If, however, the BTI should encounter significant volumes of errored messages

that prevent processing by the BTI within its systems, BellSouth will work with the BTI to determine the source of the errors and the appropriate resolution.

6.6 Usage To Be Transmitted

6.6.1 The following messages recorded by BellSouth will be transmitted to BTI:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

6.6.2 When BTI 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 (BTI is BellSouth's toll customer):

BellSouth will bill resale toll rates to BTI and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to BTI via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to BTI and send access record to BTI.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to BTI and send access record to BTI.

6.6.3 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 BTI.

6.6.4 In the event that BTI detects a duplicate on the Access Daily Usage File they receive from BellSouth, BTI will drop the duplicate message (BTI will not return the duplicate to BellSouth.)

6.6.5 Physical File Characteristics

6.6.5.1 The Access Daily Usage File will be distributed to BTI 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.

6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and BTI for the purpose of data transmission. Where a dedicated line is required, BTI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. BTI 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 BTI. Additionally, all message toll charges associated with the use of the dial circuit by BTI will be the responsibility of BTI. 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 BTI end for the purpose of data transmission will be the responsibility of BTI.

6.6.6 Packing Specifications

6.6.6.1 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.

6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to BTI which BellSouth RAO that is sending the message. BellSouth and BTI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by BTI and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 Pack Rejection

6.6.7.1 BTI 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. BTI will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to BTI by BellSouth.

6.6.8 Control Data

BTI will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate BTI 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 BTI for reasons stated in the above section.

6.6.9 Testing

6.6.9.1 Upon request from BTI, BellSouth shall send test files to BTI 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.

7. Enhanced Optional Daily Usage File

7.1 Upon written request from BTI, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to BTI 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 BTI shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 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 BTIs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

7.5 Messages that error in the billing system of the BTI will be the responsibility of the BTI. If, however, the BTI should encounter significant volumes of errored messages that prevent processing by the BTI within its systems, BellSouth will work with the BTI to determine the source of the errors and the appropriate resolution.

7.6 The following specifications shall apply to the Optional Daily Usage Feed.

7.6.1 Usage To Be Transmitted

7.6.1.1 The following messages recorded by BellSouth will be transmitted to the BTI:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

7.6.1.2 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 BTI.

7.6.1.3 In the event that BTI detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, BTI will drop the duplicate message (BTI will not return the duplicate to BellSouth).

7.6.2 Physical File Characteristics

7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to BTI over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among BTI'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).

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and BTI for the purpose of data transmission. Where a dedicated line is required, BTI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. BTI 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 BTI.

Additionally, all message toll charges associated with the use of the dial circuit by BTI will be the responsibility of BTI. 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 BTI end for the purpose of data transmission will be the responsibility of BTI.

7.6.3 Packing Specifications

7.6.3.1 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.

7.6.3.2 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 BTI which BellSouth RAO that is sending the message. BellSouth and BTI will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by BTI and resend the data as appropriate.

The data will be packed using ATIS EMI records.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements

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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-designed	
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 digital trunk ports	No	UNE	Yes	yes	
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:
Σ (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 =Σ [(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 = Σ [(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

NOTE: Code in parentheses is the corresponding header found in the raw data file.

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.

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 Appointmen (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 = Σ (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:

Σ [(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:

Σ [(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 Locps 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 = Σ (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 **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• 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 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, $\geq$ 4 to 10, $\geq$ 10, $\geq$ 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 CLEC. 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 average number of days it takes to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.	
Calculation:	
Mean Time to Deliver Usage = Σ (Record volume X estimated number of days to deliver the 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 TO BST 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 = $\sum$ (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
E	**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	OASIS software contract for feature/service
	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
	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.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
BTI
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
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	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
BTI
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
BTI
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
BTI
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
BTI
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
BTI
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
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	18		
	19		
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	21		
	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
BTI
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
BTI
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
BTI
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
BTI
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		