BELLSOUTH

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

615 214-6301
Fax 615 214-7406

Guy M. Hicks
General Counsel

RECD TN
REGULATORY AUTH
'00 JUL 31 PM 4 12
OFFICE OF THE
EXECUTIVE SECRETARY

July 31, 2000

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

Re: *Approval of the Interconnection Agreement and Amendments Thereto Between BellSouth Telecommunications, Inc. and Cardinal Communications of Tennessee, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 00-00670

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and Cardinal Communications of Tennessee, Inc. ("Broadslate") are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and thirteen copies of the attached Petition for Approval of the Interconnection Agreement dated June 28, 2000 between Broadslate and BellSouth. Broadslate has adopted the BlueStar Networks, Inc. ("BlueStar") Interconnection Agreement in its entirety dated December 28, 1999 and the amendments thereto, with the exception of Attachment 4, Physical Collocation. The TRA approved the BlueStar Interconnection Agreement January 11, 2000.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Marc Rothschild, Swidler Berlin Shereff Fridman, LLC
John Spilman, Broadslate Networks, Inc.

POSTED 1-31-01

#221153

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Cardinal Communications of Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 00-00670

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND CARDINAL COMMUNICATIONS OF TENNESSEE, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Cardinal Communications of Tennessee, Inc. ("Broadslate") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement dated June 28, 2000 (the "Agreement") between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, BellSouth and Broadslate state the following:

1. Broadslate has adopted the BlueStar Networks, Inc. ("BlueStar") Interconnection Agreement in its entirety dated December 28, 1999, and the amendments thereto with the exception of Attachment 4, Physical Collocation. The term of this agreement shall be from June 28, 2000 and shall expire on December 27, 2001. The Tennessee Regulatory Authority ("TRA") approved the BlueStar Interconnection Agreement on January 11, 2000. 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, Broadslate 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 Broadslate and BellSouth 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. Broadslate and BellSouth aver that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

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

Broadslate and BellSouth respectfully request that the TRA approve the Agreement.

This 31st day of July, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

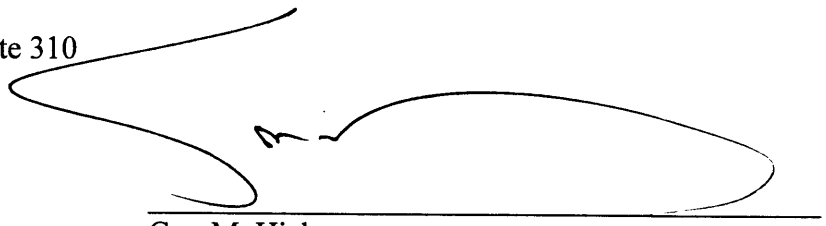
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 31st day of July, 2000.

Marc Rothschild
Swidler Berlin Shereff Friedman, LLC
3000 K Street, NW, Suite 300
Washington, DC 20007

John Spilman
Manager Regulatory and Carrier Relations
Broadslate Networks, Inc.
675 Peter Jefferson Parkway, Suite 310
Charlottesville, VA 22911



Guy M. Hicks

AGREEMENT

This Agreement, which shall become effective as of the 28th day of June 2000, is entered into by and between Cardinal Communications of Tennessee, Inc., ("Broadslate"), a Delaware Corporation behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns;

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

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Broadslate has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and BlueStar Networks, Inc. dated December 28, 1999 for the state of Tennessee.

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

1. With the exception of Attachment 4, Broadslate and BellSouth shall adopt in its entirety the Interconnection Agreement dated December 28, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The BlueStar Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Table of Contents	1
General Terms and Conditions	20
Attachment 1	42
Attachment 2	93

Attachment 3	25
Attachment 4 Not adopted	1
Attachment 5	11
Attachment 6	6
Attachment 7	19
Attachment 8	2
Attachment 9	72
Attachment 10	10
Amendment dated 01/27/2000	4
Amendment dated 02/29/2000	3
Amendment dated 03/01/2000	2
Amendment dated 03/30/2000	3
Amendment dated 04/13/2000	3
Amendment dated 04/25/2000	3
Amendment dated 05/04/2000	12
Amendment dated 05/31/2000	2
Amendment dated 06/07/2000	20
TOTAL	358

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section two of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section two of the General Terms and Conditions of the Interconnection Agreement, the effective date shall be December 28, 1999.

3. Broadslate shall accept and incorporate any amendments to the Broadslate Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

4. 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

BroadSlate Network Communications

Marc Rothschild
Swidler Berlin Shereff Friedman, LLC
3000 K Street, NW, Suite 300
Washington, DC 20007

John Spilman
Manager Regulatory and Carrier Relations
Broadslate Networks, Inc.
675 Peter Jefferson Parkway, Suite 310
Charlottesville, VA 22911

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

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

BellSouth Telecommunications, Inc.

Signature

Name

6/28/00
Date

Cardinal Communications of Tennessee, Inc.

Signature

Earle A. MacKenzie
Name

June 21, 2000
Date

AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
BLUESTAR NETWORKS, INC.

IN
FLORIDA, GEORGIA, KENTUCKY
AND TENNESSEE

TABLE OF CONTENTS

General Terms and Conditions

Part A

1. Purpose
2. Term of the Agreement
3. Ordering Procedures
4. Parity
5. White Pages Listings
6. Bona Fide Request/New Business Request Process for Further Unbundling
7. Court Ordered Requests for Call Detail Records and Other Subscriber Information
8. Liability and Indemnification
9. Intellectual Property Rights and Indemnification
10. Treatment of Proprietary and Confidential Information
11. Assignments
12. Resolution of Disputes
13. Taxes
14. Force Majeure
15. Year 2000 Compliance
16. Modification of Agreement
17. Waivers
18. Governing Law
19. Arm's Length Negotiations
20. Notices
21. Rule of Construction
22. Headings of No Force or Effect
23. Multiple Counterparts
24. Implementation of Agreement
25. Filing of Agreement
26. Entire Agreement

Part B - Definitions

Attachment 1 - Resale
Attachment 2 - Network Elements and Other Services
Attachment 3 - Network Interconnection
Attachment 4 - Physical Collocation
Attachment 5 - Access to Numbers and Number Portability
Attachment 6 - Ordering and Provisioning
Attachment 7 - Billing and Billing Accuracy Certification
Attachment 8 - Rights-of-Way, Conduits and Pole Attachments
Attachment 9 - Performance Measurements
Attachment 10- Agreement Implementation Template

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and BlueStar Networks, Inc. ("BlueStar"), a Tennessee corporation, and shall be deemed effective as of December 28, 1999. This Agreement may refer to either BellSouth or BlueStar 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, BlueStar 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 BlueStar 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 BlueStar to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that BlueStar 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 local exchange service to customers.

ORIGINAL

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning December 28, 1999 and shall apply to the state(s) of Florida, Georgia, Kentucky 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 and conversion of this 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 BlueStar pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to BlueStar pursuant to BellSouth's then current standard

interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

3. **Ordering Procedures**

3.1 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar.

5. **White Pages Listings**

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

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

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

5.3 Procedures for Submitting BlueStar Subscriber Information. BellSouth will provide to BlueStar a magnetic tape or computer disk containing the proper format for submitting subscriber listings. BlueStar 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. BlueStar will be required to provide to BellSouth the names, addresses and telephone numbers of all BlueStar customers that wish to be omitted from directories.

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

5.6 Listing Information Confidentiality. BellSouth will accord BlueStar's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to BlueStar'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.

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

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

If BlueStar is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of BlueStar, provide to BlueStar access to its network elements at any technically feasible point for the provision of BlueStar's telecommunications service where such access is necessary and failure to provide access would impair the ability of BlueStar to provide services that it seeks to offer. Any request by BlueStar 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 BlueStar's Account Manager by BlueStar 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 BlueStar'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 BlueStar end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for BlueStar end users for the same length of time it maintains such information for its own end users.

7.1 BlueStar 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 BlueStar end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

7.2 BlueStar agrees that in cases where BlueStar receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to BlueStar end users, BlueStar 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 BlueStar from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, BlueStar will furnish the official

request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to BlueStar and bill BlueStar for the information. BlueStar agrees to reimburse BellSouth for the call detail information provided.

7.4 BlueStar will provide BlueStar end user and/or other customer information that is available to BlueStar in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for BlueStar end user and/or other customer information to BlueStar 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 BlueStar revenues.

8.2 BlueStar Liability. In the event that BlueStar 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 BlueStar under this Agreement.

8.3 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor BlueStar 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 BlueStar 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. BlueStar 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 BlueStar 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 BlueStar shall receive such Information and not disclose such Information. BellSouth and BlueStar shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and BlueStar with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and BlueStar 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 BlueStar 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 BlueStar; (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

An assignment by either Party to any non-affiliated entity or any right, obligation or duty, or to 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 (OPEN – PENDING ARBITRATION)**

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

BlueStar's Proposed Language:
The Parties will resolve all disputes via arbitration conducted under the auspices of the AAA. Either party may request expedited resolution of the dispute which will occur within 48 hours after the filing of the complaint. To facilitate resolution the parties will appoint a permanent arbitrator to hear all expedited disputes. In expedited matters there will be no discovery. Except for these revisions, the arbitration will follow the commercial rules of the AAA. The result of the arbitration may be appealed de novo to the Commission, but the parties agree to follow the decision of the arbitrator pending the outcome of the appeal.

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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar or BellSouth to perform any material terms of this Agreement, BlueStar 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

BlueStar Networks, Inc.

Norton Cutler
401 Church Street
24th Floor
Nashville, Tennessee 37219

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 BlueStar 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 BlueStar 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, BlueStar shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by BlueStar.

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 BlueStar. BlueStar 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
Jerry Hendrix

Senior Director
Senior Director

12/28/99
Date

BlueStar Networks, Inc.

Signature

Norton Cutler
Name

VP Regulatory + General Counsel
Title

12/16/99
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 BlueStar; a CLEC other than BlueStar or another telecommunications carrier through the network of BellSouth or BlueStar to an end user of BlueStar; a CLEC other than BlueStar 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.

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 BlueStar 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

TABLE OF CONTENTS

1. Discount Rates 3

2. Definition of Terms 3

3. General Provisions 4

4. Bellsouth's Provision of Services To CLEC-1 8

5. Maintenance of Services 8

6. Establishment of Service 9

7. Payment and Billing Arrangements 11

8. Discontinuance of Service 13

9. Line Information Database (LIDB) 15

10. RAO Hosting 15

11. Optional Daily Usage File (ODUF) 15

12. Enhanced Optional Daily Usage File (EODUF) 15

13. Calling Name Delivery (CNAM) Database Service 15

Exhibit A – Applicable Discounts/OSS Rates 17

Exhibit B – Resale Restrictions 20

Exhibit C – Line Information Database (LIDB) Storage Agreement 22

Exhibit D – CMDS/ROA Hosting 28

Exhibit E – Optional Daily Usage File ODUF) 33

Exhibit F – Enhanced Option Daily Usage File (EODUF) 37

Exhibit G – Calling Name Delivery (CNAM) Database Services 40

Exhibit H – ODUF/EODUF/CMDS Rates ..... Rate Table

RESALE

1. Discount Rates

The rates pursuant by which CLEC-1 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 CLEC-1 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 CLEC-1, may offer resold local exchange telecommunications service.

3. General Provisions

3.1 CLEC-1 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 CLEC-1 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 CLEC-1 must resell services to other end users.

3.3.2 CLEC-1 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 CLEC-1 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 CLEC-1 does not constitute a joint undertaking for the furnishing of any service.

3.5 CLEC-1 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 CLEC-1 for all services.

3.6 CLEC-1 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 CLEC-1. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of CLEC-1.

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. CLEC-1 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 CLEC-1, BellSouth will provide CLEC-1 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. CLEC-1 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 CLEC-1 cancel its reservations of numbers. CLEC-1 shall comply with such request.

3.12 Further, upon CLEC-1's request, and for the purpose of the resale of BellSouth's telecommunications services by CLEC-1, BellSouth will reserve up to 100 telephone numbers per CLLIC, for CLEC-1's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. CLEC-1 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 CLEC-1'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 CLEC-1.

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 CLEC-1 or its end users as part of providing service to CLEC-1 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 CLEC-1 will be directed to CLEC-1. BellSouth will bill CLEC-1 for implementing any requests by law enforcement agencies regarding CLEC-1 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 CLEC-1 assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by CLEC-1.

3.21 Facilities and/or equipment utilized by BellSouth to provide service to CLEC-1 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,

CLEC-1 shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, CLEC-1 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 CLEC-1 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 All costs incurred by BellSouth for providing services requested by CLEC-1 that are not covered in the BellSouth tariffs shall be recovered from CLEC-1 if CLEC-1 utilizes those services.

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 CLEC-1

4.1 CLEC-1 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 CLEC-1 to establish authenticity of use. Such audit shall not occur more than once in a calendar year. CLEC-1 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 CLEC-1 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 CLEC-1 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 CLEC-1 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 CLEC-1 accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.5 CLEC-1 will be BellSouth's single point of contact for all repair calls on behalf of CLEC-1's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

5.6 CLEC-1 will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.7 For all repair requests, CLEC-1 accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.8 BellSouth will bill CLEC-1 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 CLEC-1'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, CLEC-1 will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for CLEC-1'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 CLEC-1 that a current end user of BellSouth will subscribe to CLEC-1'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 CLEC-1's end user customer. CLEC-1 must, however, be able to demonstrate end user authorization upon request.

6.5 CLEC-1 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 CLEC-1 to BellSouth or will accept a request from another CLEC for conversion of the end user's service from CLEC-1 to the other LEC. BellSouth will notify CLEC-1 that such a request has been processed.

6.6 If BellSouth determines that an unauthorized change in local service to CLEC-1 has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess CLEC-1 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 CLEC-1. These charges can be adjusted if CLEC-1 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 CLEC-1 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 CLEC-1 defaults on its account, service to CLEC-1 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 CLEC-1. CLEC-1 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 CLEC-1 on a current basis all applicable charges and credits.

7.3 Payment of all charges will be the responsibility of CLEC-1. CLEC-1 shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by CLEC-1 from CLEC-1's end user. BellSouth will not become involved in billing disputes that may arise between CLEC-1 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 CLEC-1's accounts.

7.5 BellSouth will bill CLEC-1 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 CLEC-1, and CLEC-1 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 CLEC-1 requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to CLEC-1.

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 CLEC-1, the total amount billed to CLEC-1 will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. CLEC-1 will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to CLEC-1'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. CLEC-1 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 CLEC-1

7.10 BellSouth will not perform billing and collection services for CLEC-1 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 CLEC-1 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 CLEC-1 and CLEC-1's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, CLEC-1 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 CLEC-1 to resolve the matter in as timely a manner as possible. CLEC-1 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 CLEC-1's end user on behalf of, and at the request of, CLEC-1. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of CLEC-1.

8.1.2 At the request of CLEC-1, BellSouth will disconnect a CLEC-1 end user customer.

8.1.3 All requests by CLEC-1 for denial or disconnection of an end user for nonpayment must be in writing.

8.1.4 CLEC-1 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 CLEC-1 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 CLEC-1 and/or the end user against any claim, loss or damage arising

from providing this information to CLEC-1. It is the responsibility of CLEC-1 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 CLEC-1 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 CLEC-1 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 CLEC-1, 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 CLEC-1 to receive notices of noncompliance, and discontinue the provision of existing services to CLEC-1 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 CLEC-1's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to CLEC-1 without further notice.

8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, CLEC-1's services will be discontinued. Upon discontinuance of service on a CLEC-1's account, service to CLEC-1's end users will be denied. BellSouth will also reestablish service at the request of the end user or CLEC-1 upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. CLEC-1 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 CLEC-1 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.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by CLEC-1 for the purposes of resale to CLEC-1 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 CLEC-1 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 CLEC-1 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

CLEC-1 will incur an OSS charge for an accepted LSR that is later canceled by CLEC-1.

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

Threshold Billing Plan

The Parties agree that CLEC-1 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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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	No	No	Yes	No	No	No
5. Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6. 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7. N11 Services	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8. AdWatch℠ Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
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[SM] 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 CLEC-1 and pursuant to which BellSouth, its LIDB customers and CLEC-1 shall have access to such information. CLEC-1 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 CLEC-1, 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 CLEC-1 of fraud alerts so that CLEC-1 may take action it deems appropriate. CLEC-1 understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by CLEC-1 pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to CLEC-1 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.

CLEC-1 understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. CLEC-1 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, CLEC-1 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 CLEC-1'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 CLEC-1's data from BellSouth's data

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

(a) CLEC-1 agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for CLEC-1's end user accounts which are resident in LIDB pursuant to this Agreement. CLEC-1 authorizes BellSouth to place such charges on CLEC-1's bill from BellSouth and agrees that it shall pay all such charges. Charges for which CLEC-1 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) CLEC-1 shall have the responsibility to render a billing statement to its end users for these charges, but CLEC-1's obligation to pay BellSouth for the charges billed shall be independent of whether CLEC-1 is able or not to collect from CLEC-1's end users.

(d) BellSouth shall not become involved in any disputes between CLEC-1 and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to CLEC-1. It shall be the responsibility of CLEC-1 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. CLEC-1 will not be charged a fee for storage services provided by BellSouth to CLEC-1, 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 CLEC-1. CLEC-1 shall have the right to have BellSouth contest with the imposing jurisdiction, at CLEC-1's expense, any such taxes that CLEC-1 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. CLEC-1 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 CLEC-1 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 CLEC-1 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 CLEC-1 ("CLEC-1"), effective the _____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for CLEC-1'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 CLEC-1, 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 CLEC-1.

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 CLEC-1.

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The CLEC-1 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 CLEC-1. BellSouth will not issue line-based calling cards in the name of CLEC-1's individual end users. In the event that CLEC-1 wants to include calling card numbers assigned by the CLEC-1 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 CLEC-1 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 CLEC-1 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. CLEC-1 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 CLEC-1 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. CLEC-1 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 CLEC-1 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 CLEC-1 and will coordinate all associated conversion activities.

5. BellSouth will receive messages from CLEC-1 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 CLEC-1.

7. All data received from CLEC-1 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 CLEC-1 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 CLEC-1 and will forward them to CLEC-1 on a daily basis.

10. Transmission of message data between BellSouth and CLEC-1 will be via CONNECT:Direct.

11. All messages and related data exchanged between BellSouth and CLEC-1 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. CLEC-1 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 CLEC-1 to send data to BellSouth more than sixty (60) days past the message date(s), CLEC-1 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 CLEC-1 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 CLEC-1) identified and agreed to, the company responsible for creating the data (BellSouth or CLEC-1) 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 CLEC-1, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify CLEC-1 of the error condition. CLEC-1 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, CLEC-1 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 CLEC-1 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 CLEC-1 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 CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 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 CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. 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 CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

19. Intercompany Settlements Messages

19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by CLEC-1 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 CLEC-1 and the involved company(ies), unless that company is participating in NICS.

19.2 Both traffic that originates outside the BellSouth region by CLEC-1 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by CLEC-1, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by CLEC-1, involves a company other than CLEC-1, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

19.3 Once CLEC-1 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 CLEC-1. BellSouth will distribute copies of these reports to CLEC-1 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 CLEC-1. BellSouth will distribute copies of these reports to CLEC-1 on a monthly basis.

19.6 BellSouth will collect the revenue earned by CLEC-1 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 CLEC-1. BellSouth will remit the revenue billed by CLEC-1 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 CLEC-1. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CLEC-1 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

19.7 BellSouth will collect the revenue earned by CLEC-1 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 CLEC-1. BellSouth will remit the revenue billed by CLEC-1 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 CLEC-1 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and CLEC-1 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 CLEC-1, BellSouth will provide the Optional Daily Usage File (ODUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section.

2. CLEC-1 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 CLEC-1 customer.

   Charges for delivery of the Optional Daily Usage File will appear on CLEC-1s' 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 CLEC-1's billing system will be the responsibility of CLEC-1. If, however, CLEC-1 should encounter significant volumes of errored messages that prevent processing by CLEC-1 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 CLEC-1:

- 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 CLEC-1.

6.1.4 In the event that CLEC-1 detects a duplicate on Optional Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to CLEC-1 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 CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 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 CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. 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 CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

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 CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 CLEC-1 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. CLEC-1 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC-1 by BellSouth.

6.5 Control Data

CLEC-1 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC-1 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 CLEC-1 for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from CLEC-1, BellSouth shall send test files to CLEC-1 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 CLEC-1 set up a production (LIVE) file. The live test may consist of CLEC-1's employees making test calls for the types of services CLEC-1 requests on the Optional Daily Usage File. These test calls are logged by CLEC-1, 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 CLEC-1, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to CLEC-1 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 CLEC-1 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 CLEC-1s' 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 CLEC-1 will be the responsibility of CLEC-1. If, however, CLEC-1 should encounter significant volumes of errored messages that prevent processing by CLEC-1 within its systems, BellSouth will work with CLEC-1 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 CLEC-1:

Customer usage data for flat rated local call originating from CLEC-1'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 CLEC-1.

7.1.3 In the event that CLEC-1 detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 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 CLEC-1 over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among CLEC-1'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 CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 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 CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. 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 CLEC-1's end for the purpose of data transmission will be the responsibility of CLEC-1.

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 CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 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 CLEC-1 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 CLEC-1 access to the BellSouth CNAM SCP for query or record storage purposes.

CLEC-1 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 CLEC-1's access to BellSouth's CNAM Database Services and shall be addressed to CLEC-1's Account Manager.

3. PHYSICAL CONNECTION AND COMPENSATION

3.1 BellSouth's provision of CNAM Database Services to CLEC-1 requires interconnection from CLEC-1 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, CLEC-1shall provide its own CNAM SSP. CLEC-1's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If CLEC-1 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 CLEC-1 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 CLEC-1 for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by CLEC-1 in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the

responsibility of CLEC-1 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 CLEC-1 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/BLUESTAR RATES
ODUF/EDOUF/CMDS/CNAM

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EDDUF/CMDS										
ODUF: Recording, per message	N/A	$0 0002	$0 008	$0 008	$0 0008611	$0 00019	$0 0001179	$0 008	$0 0002862	$0 008
ODUF: Message Processing, per message	N/A	$0 0033	$0 004	$0 004	$0 0032357	$0 0024	$0 0032089	$0 004	$0 0032344	$0 004
EODUF: Message Processing, per message	N/A	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004
CMDS: Message Processing, per message	N/A	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004
ODUF: Message Processing, per magnetic tape provisioned	N/A	$55 19	$54 95	$54 95	$55 68	$47 30	$54 62	$54 95	$54 72	$54 95
EODUF: Message Processing, per magnetic tape provisioned	N/A	$47 30	$47 30	$47 30	$47 30	$47 30	$47 30	$47 30	$47 30	$47 30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0 00004	$0 001	$0 001	$0 0000365	$0 00003	$0 0000354	$0 001	$0 0000357	$0 001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0 0000364	$0 0000364	$0 0000364	$0 0000364	$0 0000364	$0 0000364	$0 0000364	$0 0000364	$0 0000364
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001
CALLING NAME (CNAM) QUERY SERVICE										
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 BlueStar 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.										

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 2

Network Elements and Other Services

TABLE OF CONTENTS

1. Introduction 3

2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub Loops And Dark Fiber 4

3. Switching 18

4. Transport And Dark Fiber 28

5. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service 38

6. Line Information Database (LIDB) 40

7. Signaling 43

8. Operator Call Processing, Inward Operator Services And Directory Assistance Services 54

9. Calling Name (CNAM) Database Service 62

10. Basic 911 And E911 64

LIDB Storage Agreement ..... Exhibit A

CNAM Database Services ..... Exhibit B

Rates ..... Exhibit C

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 BlueStar, and to the extent technically feasible, provide to BlueStar access to its network elements for the provision of BlueStar'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 BlueStar may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner BlueStar 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 BlueStar for combining to the designated BlueStar 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 BlueStar. 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 BlueStar 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 BlueStar advised.

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which BlueStar 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. BlueStar may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If BlueStar 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.

OPEN – PENDING ARBITRATION

BellSouth's Proposed Language:

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 BlueStar, 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 BlueStar 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.

BlueStar's Proposed Language:
(In additional to BellSouth's proposed language:)
The service inquiry process will be completed in 3-5 business days and the combination of the service inquiry process and the loop provisioning will be completed in 10 business days. Once BellSouth completes its automated loop makeup database, and other OSS for advanced services the total provisioning interval shall revert to 5-7 business days including any automated service inquiry. At the end of the service inquiry process BlueStar will receive a DLR or its equivalent for each loop including the equivalent data when the order is placed in jeopardy.

2.1.8 If BlueStar 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 BlueStar.

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 BlueStar 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 BlueStar, and will be provided with Order Coordination. The OC feature will allow BlueStar 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 BlueStar 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 BlueStar will be responsible for testing and isolating troubles on the loops. Once BlueStar has isolated a trouble to the BellSouth provided loop, BlueStar 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 BlueStar reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge BlueStar 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 BlueStar reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge BlueStar for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

OPEN – PENDING ARBITRATION (2.1.15.1 –2.1.15.5)

BellSouth's Proposed Language

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.

BlueStar's Proposed Language:
(In additional to BellSouth's proposed language:)
The UCL will meet basic electrical standards such as metallic conductivity and capacity and resistive balance, and will not include load coils or more than 2500 feet of bridge tap. The loop may contain repeaters at BlueStar's option. The loop cannot be categorized based on loop length and limitations cannot be placed on the length of UCLs.

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 BlueStar 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 BlueStar will be consistent with industry standards and BellSouth's TR73600.

2.1.3.3 BlueStar 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 BlueStar 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 BlueStar 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, BlueStar will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that BlueStar can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. BlueStar will determine the type of service that will be provided over the loop. In some cases, BlueStar 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 BlueStar 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 BlueStar, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to BlueStar'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. BlueStar 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, BlueStar 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 BlueStar has placed on the loop. If this occurs, BellSouth will work cooperatively with BlueStar to restore the circuit to its previous modified status as quickly as possible. BlueStar 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 BlueStar 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 BlueStar to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide BlueStar 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. BlueStar will then have the option of paying the one-time SC rates to place the loop facilities or BlueStar 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 BlueStar designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, BlueStar shall obtain entrance permission directly from the end user.

2.3.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, BlueStar may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow BlueStar to disconnect the BellSouth loop from the BellSouth NID in order to connect BlueStar's loop to the BellSouth NID. In these cases, BlueStar accepts

all liability associated with this process and it is BlueStar'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 BlueStar 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 BlueStar at BlueStar'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, BlueStar would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to BlueStar's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. BlueStar'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 BlueStar 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 BlueStar'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. BlueStar will then have the option of paying the one-time SC charge to modify the facilities to meet BlueStar'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 BlueStar with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into BlueStar'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 BlueStar's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of BlueStar'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 BlueStar 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 BlueStar'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 BlueStar 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 BlueStar. 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 BlueStar'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 BlueStar. If after BellSouth has relinquished the first pair to BlueStar and the end user decides to change local service providers to BellSouth, BlueStar 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, BlueStar agrees to surrender their spare pair(s) upon request by BellSouth.

2.5.8.3 If an end user of BlueStar 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 BlueStar 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 BlueStar has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to BlueStar's NTW to provide local exchange service to the end user, then BlueStar 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. BlueStar will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel. BlueStar 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. The Parties agree that Dark Fiber will be used in the provisioning of local service.

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 BlueStar pursuant to the prices set forth in this Attachment.

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

2.7 **Rates (OPEN PENDING ARBITRATION FOR UCL AND xDSL LOOPS)**

BellSouth's Proposed Language

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

BlueStar's Proposed Language

BlueStar believes that is should pay the same amount for the UDL, UCL as BellSouth is currently paying itself for these services as reflected in its FCC costs study. BlueStar will probably present an alternative calculation that the price should be the same for voice and advanced services because one the OSS is complete there should be no difference.

BlueStar will pay BellSouth $15.00 for each load coil removed and $7.00 for each bridge tap removed.

2.8 **Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which BlueStar 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 BlueStar 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

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

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 BlueStar 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 BlueStar'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 BlueStar 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 BlueStar. 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 BlueStar 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. BlueStar customers may use the same dialing arrangements as BellSouth customers, but obtain a BlueStar 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 BlueStar 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 BlueStar customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to BlueStar'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 BlueStar, upon a reasonable request from BlueStar. 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 BlueStar and BellSouth service applications.

3.1.3 BellSouth shall offer to BlueStar 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 BlueStar:

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

3.1.3.3 Where capacity exists, BellSouth shall assign each BlueStar customer line the class of services designated by BlueStar (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from BlueStar customers to BlueStar operators at BlueStar's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an BlueStar 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 BlueStar;

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

3.1.4.13 Interface to BlueStar Directory Assistance Services through the BlueStar switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other BlueStar 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 BlueStar 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 BlueStar;

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 BlueStar. Tandem Switching will provide recording of all billable events as jointly agreed to by BlueStar and BellSouth.

3.2.2.1.10 Upon a reasonable request from BlueStar, 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 BlueStar.

3.2.2.1.11 BellSouth shall maintain BlueStar'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 BlueStar and BellSouth.

3.2.2.1.14 Tandem Switching shall process originating toll-free traffic received from BlueStar'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 BlueStar's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At BlueStar'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 BlueStar'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 BlueStar) 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 BlueStar 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 BlueStar 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 BlueStar 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

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

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 BlueStar 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 BlueStar'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 BlueStar. 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 BlueStar 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 BlueStar.

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 BlueStar pursuant to the prices set forth in this Attachment.

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

4.4 **Rates**

The prices that BlueStar 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 BlueStar may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer

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 BlueStar 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

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

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 BlueStar 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 BlueStar. BellSouth shall provide 8XX TFD in accordance with the following:

5.1.2 Technical Requirements

5.1.2.1 BellSouth shall provide BlueStar 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 BlueStar.

5.1.2.3 The SCP shall also provide, at BlueStar'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 BlueStar 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 BlueStar any additional capabilities that are developed for LIDB during the life of this Agreement.

6.1.4.1 BellSouth shall process BlueStar's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to BlueStar 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 BlueStar, BellSouth shall provide BlueStar with a list of the customer data items which BlueStar 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 BlueStar data to the LIDB shall be solely at the direction of BlueStar. Such direction from BlueStar 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 BlueStar data upon BlueStar'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 BlueStar customer records will be missing from LIDB, as measured by BlueStar audits. BellSouth will audit BlueStar records in LIDB against DBAS to identify record mismatches and provide this data to a designated BlueStar contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to BlueStar within one business day of audit. Once reconciled records are received back from BlueStar, 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 BlueStar 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 BlueStar'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 BlueStar 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 BlueStar and BellSouth.

6.1.4.11 BellSouth shall prevent any access to or use of BlueStar 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 BlueStar in writing.

6.1.4.12 BellSouth shall provide BlueStar 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

BlueStar at least at parity with BellSouth Customer Data. BellSouth shall obtain from BlueStar the screening information associated with LIDB Data Screening of BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar database, then BlueStar agrees to provide BellSouth with the Destination Point Code for the BlueStar 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 BlueStar 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 BlueStar 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 BlueStar, 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 BlueStar SS7 network to exchange TCAP queries and responses with an BlueStar SCP.

7.2.2.9.2 SS7 AIN Access shall provide BlueStar SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and BlueStar 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 BlueStar 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 BlueStar or BlueStar-designated local switching systems or STPs to the BellSouth SS7 network:

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

7.2.3.1.2 A B-link interface from BlueStar 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 BlueStar local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and BlueStar 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 BlueStar 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 BlueStar local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the BlueStar 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 BlueStar local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the BlueStar 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 BlueStar from any signaling point or network interconnected through BellSouth's SS7 network where the BlueStar 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 BlueStar 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 BlueStar 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 BlueStar local Signaling Transfer Point Switches (STP) and BlueStar 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), BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of BlueStar 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 BlueStar or BlueStar-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

7.5.12.1.1 A-link interface from BlueStar local or tandem switching systems; and

7.5.12.1.2 B-link interface from BlueStar 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 BlueStar local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and BlueStar 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 BlueStar 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 BlueStar local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar.

8.2.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to BlueStar 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 BlueStar, 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 BlueStar'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, BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar to have its calls custom branded with BlueStar'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 BlueStar 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 BlueStar 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 BlueStar to order selective routing for each originating BellSouth end office identified by BlueStar. Rates for Selective Routing are set forth in this Attachment.

8.3.6.3 Customer Branding and Self Branding require BlueStar to order dedicated trunking from each BellSouth end office identified by BlueStar, to either the BellSouth Traffic Operator Position System (TOPS) or BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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. BlueStar end users may use the same dialing arrangements as BellSouth end users, but obtain a BlueStar 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 BlueStar 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)). BlueStar 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, BlueStar agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, BlueStar authorizes the inclusion of BlueStar Directory Assistance listings in the BellSouth Directory Assistance products.

8.4.2 BellSouth shall provide BlueStar initially with a base file of subscriber listings which reflect all listing change activity occurring since BlueStar's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by BlueStar and BellSouth. BlueStar 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 BlueStar on a Business, Residence, or combined Business and Residence basis. BlueStar agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after BlueStar receives the Base File.

8.4.4 BellSouth is authorized to include BlueStar Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of BlueStar 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 BlueStar.

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 BlueStar'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 BlueStar to utilize its own switch, operator workstations and optional audio subsystems.

8.5.2 BellSouth will provide DADAS from its DA location. BlueStar will access the DADAS system via a telephone company provided point of availability. BlueStar 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 BlueStar subsystem will be provided by BellSouth. Interconnection between BlueStar's system and a specified BellSouth location will be pursuant to the use of BlueStar owned or BlueStar leased facilities and shall be appropriate sized based upon the volume of queries being generated by BlueStar.

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 BlueStar a data link to the ALI/DMS database or permit BlueStar to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to BlueStar immediately after BlueStar inputs information into the ALI/DMS database. Alternately, BlueStar 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 BlueStar requests otherwise and shall be updated if BlueStar requests, provided BlueStar 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 BlueStar end users shall meet industry standards.

8.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to BlueStar in order to allow BlueStar to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide BlueStar 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 BlueStar and BellSouth of end user address and number

changes. Directory Assistance Services must provide both the ported and BlueStar 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 BlueStar 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. BlueStar must provide to its account manager a written request with a requested activation date to activate this service. If BlueStar is interested in requesting CNAM with volume and term pricing, BlueStar 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 BlueStar the capability that will allow BlueStar 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 BlueStar. Scheduling procedures shall provide BlueStar equivalent priority to these resources.

9.2.3 BellSouth SCP shall partition and protect BlueStar service logic and data from unauthorized access, execution or other types of compromise.

9.2.4 When BlueStar selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable BlueStar 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 BlueStar selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. BlueStar access will be provided via remote data connection (e.g., dial-in, ISDN).

9.2.6 When BlueStar selects SCE/SMS AIN Access, BellSouth shall allow BlueStar 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 BlueStar 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 BlueStar orders network elements and other services, then BlueStar 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 BlueStar 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. BlueStar 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. BlueStar will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, BlueStar will be required to discontinue the Basic 911 procedures and being using E911 procedures.

10.2.2 E911 Service Provisioning. For E911 service, BlueStar will be required to install a minimum of two dedicated trunks originating from the BlueStar 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. BlueStar will be required to provide BellSouth daily updates to the E911 database. BlueStar 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, BlueStar 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. BlueStar 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 BlueStar beyond applicable charges for BellSouth trunking arrangements.

16.1.1 Basic 911 and E911 functions provided to BlueStar 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 BlueStar 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 BlueStar 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 BlueStar and pursuant to which BellSouth, its LIDB customers and BlueStar shall have access to such information. BlueStar 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 BlueStar, 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 BlueStar of fraud alerts so that BlueStar may take action it deems appropriate. BlueStar understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by BlueStar pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to BlueStar 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.

BlueStar understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. BlueStar 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, BlueStar 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 BlueStar'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 BlueStar's data from

BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) BlueStar agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for BlueStar's end user accounts which are resident in LIDB pursuant to this Agreement. BlueStar authorizes BellSouth to place such charges on BlueStar's bill from BellSouth and agrees that it shall pay all such charges. Charges for which BlueStar 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) BlueStar shall have the responsibility to render a billing statement to its end users for these charges, but BlueStar's obligation to pay BellSouth for the charges billed shall be independent of whether BlueStar is able or not to collect from BlueStar's end users.

(d) BellSouth shall not become involved in any disputes between BlueStar and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to BlueStar. It shall be the responsibility of BlueStar 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. BlueStar will not be charged a fee for storage services provided by BellSouth to BlueStar, 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 BlueStar. BlueStar shall have the right to have BellSouth contest with the imposing jurisdiction, at BlueStar's expense, any such taxes that BlueStar 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. BlueStar 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 BlueStar 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 BlueStar 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 _____("BlueStar"), effective the _____ day of _____, _____.

I. GENERAL

This Addendum sets forth the terms and conditions for BlueStar'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 BlueStar, 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 BlueStar 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 BlueStar.

C. Special billing number - a ten digit number that identifies a billing account established by BlueStar.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by BlueStar 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 BlueStar.

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 BlueStar.

III. RESPONSIBILITIES OF PARTIES

A. BlueStar 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 BlueStar. Under normal operating conditions, BellSouth shall include BlueStar'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 BlueStar'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 BlueStar 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 BlueStar, and where the last four digits (PIN) are a security code assigned by BlueStar.

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

E. BlueStar will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. BlueStar will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by BlueStar, 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 BlueStar 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 BlueStar access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 BlueStar 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 BlueStar's access to BellSouth's CNAM Database Services and shall be addressed to BlueStar's Account Manager.

3. Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to BlueStar requires interconnection from BlueStar 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, BlueStar shall provide its own CNAM SSP. BlueStar's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If BlueStar 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 BlueStar 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 BlueStar for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by BlueStar in the BellSouth specified format and shall contain records for

every working telephone number that can originate phone calls. It is the responsibility of BlueStar 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 BlueStar 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/CLEC-1 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/CLEC-1 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	BST GSST A4 3 1
NRC - Add'l	UEAL2	NA	$42 00	NA	NA	NA	NA	$27 80	NA	BST GSST A4 3 1
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

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
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
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	BST GSST A4 3 1
NRC - Add'l	UEAL4	$241 76	$43 00	$170 57	NA	$163 26	$238 19	$27 80	$286 77	BST GSST A4 3 1
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	BST GSST A4 3 1
NRC - Add'l	U1L2X	$255 87	$283 00	$180 35	NA	$172 63	$252 00	$234 99	$301 75	BST GSST A4 3 1
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

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
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
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 (OPEN PENDING ARBITRATION)	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 (OPEN PENDING ARBITRATION)	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 (OPEN PENDING ARBITRATION)	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	$391 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

BELLSOUTH/CLEC-1 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 - 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
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	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										
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	USBN2	NA	$8.57	$9.12	$10.83	BFR	NA	NA	NA	$9.79
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	TBD	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
NRC - 1st	USBN2	TBN	$78.28	$207.01	$459.85	TBN	TBN	TBN	TBN	$586.00
NRC - Add'l	USBN2	TBN	$58.33	$171.32	$352.89	TBN	TBN	TBN	TBN	$255.00
NRC - Disconnect Charge - 1st	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Disconnect Charge - Add'l	USBN2	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	NA	$18.94	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	NA	$8.42	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	NA	NA	NA	TBN	TBN	TBN	TBN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBD	TBD	TBD	TBN	TBN	TBN	TBN	TBD
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	TBD	NA	NA	NA	$9.95	NA	NA	NA	NA	$9.23
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	TBD
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	NA	NA	NA	$459.85	NA	NA	NA	NA	$587.00
NRC - 1st	TBD	NA	NA	NA	$352.89	NA	NA	NA	NA	$255.00
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										

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st terminal	UENSS	TBN	$98 00	$98 00	$98 00	TBN	TBN	TBN	TBN	$98 00
NRC - Add'l terminal	UENSS	TBN	$65 00	$65 00	$65 00	TBN	TBN	TBN	TBN	$65 00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	UEN1T	TBN	$110 00	$110 00	$110 00	TBN	TBN	TBN	TBN	$110 00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	TBN	$35 00	$35 00	$35 00	TBN	TBN	TBN	TBN	$35 00
UNTW Pair Provisioning, per pair, NRC	UENPP	TBN	$9 00	$9 00	$9 00	TBN	TBN	TBN	TBN	$9 00
Service Visit for Provisioning, per request, per premises, NRC	UENSV	TBN	$55 00	$55 00	$55 00	TBN	TBN	TBN	TBN	$55 00
Manual Service Order, NRC	MOCLA	TBN	$45 00	$45 00	$45 00	TBN	TBN	TBN	TBN	$45 00
Sub-Loop Concentration - Channelization Sys (Outside CO)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27 37	TBD	$18 94	TBD	BFR	BFR	BFR	BFR	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12 97	TBD	$8 42	TBD	BFR	BFR	BFR	BFR	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	NA	$792 49	$724 79	$757 00	NA	NA	NA	NA	$683 78
NRC - 1st	UCT8A	NA	$640 93	$632 36	$633 94	NA	NA	NA	NA	$634 31
NRC - Add'l	UCT8A	NA	$315 03	$310 82	$311 60	NA	NA	NA	NA	$311 78
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	NA	$155 32	$92 91	$95 60	NA	NA	NA	NA	$102 12
NRC - 1st	UCT8B	NA	$640 93	$632 36	$633 94	NA	NA	NA	NA	$634 31
NRC - Add'l	UCT8B	NA	$315 03	$310 82	$311 60	NA	NA	NA	NA	$311 78
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	NA	$835 72	$764 42	$799 95	NA	NA	NA	NA	$726 87
NRC - 1st	UCT3A	NA	$640 93	$632 36	$633 94	NA	NA	NA	NA	$634 31
NRC - Add'l	UCT3A	NA	$315 03	$310 82	$311 60	NA	NA	NA	NA	$311 78
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	NA	$198 55	$132 54	$138 55	NA	NA	NA	NA	$145 21
NRC - 1st	UCT3B	NA	$640 93	$632 36	$633 94	NA	NA	NA	NA	$634 31
NRC - Add'l	UCT3B	NA	$315 03	$310 82	$311 60	NA	NA	NA	NA	$311 78
DS1 Feeder Interface, per month	UCTFS	NA	$78 43	$72 12	$77 02	NA	NA	NA	NA	$76 73
NRC 1st	UCTFS	NA	$422 74	$425 74	$418 13	NA	NA	NA	NA	$418 37
NRC Add'l	UCTFS	NA	$200 74	$198 06	$198 56	NA	NA	NA	NA	$198 67
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	NA	$2 62	$2 38	$2 68	NA	NA	NA	NA	$2 61
NRC 1st	TBD	NA	$42 39	$41 82	$41 92	NA	NA	NA	NA	$41 95
NRC Add'l	TBD	NA	$42 15	$41 58	$41 69	NA	NA	NA	NA	$41 71
Channel Interface - 2 Wire ISDN, per month	ULCC1	NA	$10 49	$9 53	$10 72	NA	NA	NA	NA	$10 43
NRC 1st	ULCC1	NA	$42 39	$41 82	$41 92	NA	NA	NA	NA	$41 95
NRC Add'l	ULCC1	NA	$42 15	$41 58	$41 69	NA	NA	NA	NA	$41 71
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	NA	$15 59	$14 17	$15 94	NA	NA	NA	NA	$15 51
NRC 1st	TBD	NA	$42 39	$41 82	$41 92	NA	NA	NA	NA	$41 95
NRC Add'l	TBD	NA	$42 15	$41 58	$41 69	NA	NA	NA	NA	$41 71
Channel Interface - 4 Wire Voice, per month	ULCC4	NA	$9 30	$8 45	$9 50	NA	NA	NA	NA	$9 26
NRC 1st	ULCC4	NA	$42 39	$41 82	$41 92	NA	NA	NA	NA	$41 95
NRC Add'l	ULCC4	NA	$42 15	$41 58	$41 69	NA	NA	NA	NA	$41 71
Test Circuit, per month	UCTTC	NA	$45 46	$41 30	$46 44	NA	NA	NA	NA	$45 22
NRC 1st	UCTTC	NA	$42 39	$41 82	$41 92	NA	NA	NA	NA	$41 95
NRC Add'l	UCTTC	NA	$42 15	$41 58	$41 69	NA	NA	NA	NA	$41 71
Channel Interface - Digital 56Kbps, per month	ULCC5	NA	$13 78	$12 51	$14 08	NA	NA	NA	NA	$13 71
NRC 1st	ULCC5	NA	$42 39	$41 82	$41 92	NA	NA	NA	NA	$41 95
NRC Add'l	ULCC5	NA	$42 15	$41 58	$41 69	NA	NA	NA	NA	$41 71
Channel Interface - Digital 64Kbps, per month	ULCC6	NA	$13 78	$12 51	$14 08	NA	NA	NA	NA	$13 71
NRC 1st	ULCC6	NA	$42 39	$41 82	$41 92	NA	NA	NA	NA	$41 95
NRC Add'l	ULCC6	NA	$42 15	$41 58	$41 69	NA	NA	NA	NA	$41 71
Loop Concentration System (Inside C.O.)										
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27 37	TBD	$18 94	TBD	$18 14	$25 52	TBD	$44 06	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12 97	TBD	$8 42	TBD	$8 06	$11 34	TBD	$13 55	TBD
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	$327 44	$400 33	$316 63	$394 00	$308 74	$454 79	$375 96	$399 21	$380 06
NRC - 1st	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 - Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	$67 41	$70 48	$65 27	$72 21	$76 58	$73 30	$65 98	$71 91	$68 71
NRC - 1st	UCT8B	$464 57	$470 41	$463 37	$465 11	$465 64	$464 71	$463 74	$466 38	$464 21
NRC - Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$375 18	$450 24	$362 87	$445 14	$385 97	$506 70	$422 68	$450 13	$428 73
NRC - 1st	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 - Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$111 30	$118 76	$110 02	$121 45	$129 05	$123 52	$111 17	$121 16	$115 79
NRC - 1st	UCT3B	$464 57	$470 41	$463 37	$465 11	$465 64	$464 71	$463 74	$466 38	$464 21
NRC - Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Interface, per month	UCTCO	$6 42	$6 47	$6 15	$403 20	$7 35	$6 99	$6 27	$6 79	$6 49
NRC 1st	UCTCO	$367 70	$372 32	$366 72	$132 18	$368 54	$367 80	$367 04	$369 13	$367 41
NRC Add'l	UCTCO	$132 03	$133 69	$130 63	$132 18	$132 33	$132 07	$131 79	$132 54	$131 92
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 16	$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	$1,672 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

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
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
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 63	$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	UEPP2	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	SOMAN	NA	NA	NA	NA	$10 39	$16 07	NA	NA	NA
4-Wire DS1 Port w/DID capability, per month	UEPDD	$130 23	$125.00	$120.80	NA	$149 27	$146 46	$120 00	$130 23	$120 00
NRC - 1st	UEPDD	$50 00	$112.00	$89 44	NA	$85 63	$117 81	$145 00	$60 00	To be negotiated
NRC - Add'l	UEPDD	$18 00	$91 00	$52 46	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	UEPDD	NA	NA	NA	NA	$8 82	$12 94	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	$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	U1PMA	$5.69	NA	NA	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	$56 19	NA	$39 98	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	SOMAN	$12 97	NA	NA	NA	$6 65	$11 34	NA	NA	NA
NRC - User Profile per B Channel (4)	U1UMA	NA	NA	NA	$5 61	NA	NA	NA	NA	NA
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	NA	NA	NA	N^a	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	SOMAN	NA	NA	NA	NA	NA	NA	NA	$67 52	NA

BELLSOUTH/CLEC-1 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	NA	NA	$67 52	NA
4-Wire ISDN DS1 Port, per month	UEPEX	$186 02	NA	$163 16	NA	$194 72	$213 21	$246 00	$214 79	$308 00
NRC - 1st	UEPEX	$244 85	NA	$186 80	NA	$181 89	$244 12	$113 86	$278 37	To be negotiated
NRC - Add'l	UEPEX	$244 85	NA	$186 80	NA	$181 89	$244 12	$95 80	$278 37	To be negotiated
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										
Local Switching Features offered with Port, Per month (5)	N/A	NA	No add'l charge	NA	No add'l charge	$8 28	NA	NA	See above	NA
Three-Way Calling, per month		$1 12	NA	NA	NA	NA	$1 32	NA	$1 10	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 Changeable Speed Calling, per month		$0 08	NA	NA	NA	NA	$0 0755	NA	$0 1247	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

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Call Waiting		$0.03	NA	NA	NA	NA	$0.033	NA	$0.0665	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 Activation of Call Fordwarding, per month		$0.18	NA	NA	NA	NA	$0.4859	NA	$0.3743	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
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

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
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
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 16	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)										
End Office Switching Function, per mou	N/A	$0.0018	$0.0175	$0.0016333	$0 002562	$0 0021	$0 0023771	$0 004	$0 0019295	$0 0019
End Office Switching Function, add'l mou (6)	N/A	NA	$0 005	NA	NA	NA	NA	NA	NA	NA
End Office Interoffice Trunk Port—Shared, per mou	N/A	$0.0002	NA	$0 0001564	NA	$0 0002	$0 0001927	NA	$0 0002581	NA
Tandem Switching (Port Usage) (Local or Access Tandem)										
Tandem Switching Function per mou	N/A	$0 00063	$0 00029	$0 0006757	$0 001096	$0 0008	$0 0007834	$0 0015	$0 0006843	$0 0006/6
Tandem Interoffice Trunk Port - Shared per mou	N/A	$0 00033	NA	$0 0002126	NA	$0 0003	$0 0002834	NA	$0 0004034	NA

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00004	$0.0000121	$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00036	$0.0004672	$0.00036
Interoffice Transport - Dedicated - VG										
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										
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	$0.0339	$0.0252	$0.0222	$0.03	$0.0384	$0.0323	$0.03	$0.0373	$0.17
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	$17.81	$21.33	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - 1st	1L5XX	$144.27	$137.15	$79.61	$142.31	$104.23	$144.77	$138.19	$136.44	$83.35
NRC - Add'l	1L5XX	$54.15	$64.45	$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	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$90.97	$39.63	$31.63
Interoffice Transport - Dedicated - DS1										
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX	$0.69	$0.6013	$0.4523	$0.45	$0.7831	$0.6598	$0.5759	$0.7598	$0.3525
Interoffice Transport - Dedicated - DS1 - facilities termination per month	U1TF1	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
NRC - 1st	U1TF1	$223.59	$45.91	$147.07	$298.18	$160.49	$222.81	$218.28	$216.27	$166.53
NRC - Add'l	U1TF1	$168.60	$44.18	$111.75	$231.23	$123.03	$168.92	$164.55	$162.70	$124.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.83	$38.12	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.86	$38.12	$39.63	$31.63
Interoffice Transport - Dedicated - DS3										
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	$11.93	$10.25	$7.07	$12.06	$16.15	$15.02	$11.62	$19.14	$6.88
Interoffice Transport - Dedicated - DS3 - facilities termination per month	U1TF3	$736.60	$994.83	$743.41	$1,112.02	$1,131.09	$744.38	$815.01	$904.49	$840.61
NRC - 1st	U1TF3	$877.36	$884.71	$878.95	$858.75	$883.62	$812.30	$854.47	$856.96	$877.70
NRC - Add'l	U1TF3	$540.46	$552.81	$542.61	$524.95	$545.50	$596.55	$521.23	$522.20	$540.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$101.69	NA	$98.49	$94.57	$99.02	$92.05	$97.23	$99.09	$102.75
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$101.69	NA	$98.49	$94.57	$101.69	$92.05	$97.23	$99.09	$102.75
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring	N/A	$14.61	$18.02	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
NRC - 1st	N/A	$572.46	$477.33	$382.95	$597.14	$401.17	$565.31	$556.57	$554.00	$254.14
NRC - Add'l	N/A	$92.07	$124.32	$62.40	$110.52	$66.35	$93.30	$90.19	$88.58	$28.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$45.12	NA	$18.94	$41.46	$29.54	$41.57	$598.80	$43.75	$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$18.73	NA	$8.42	NA	$19.46	$27.39	$102.94	$13.55	$23.84
Local Channel - Dedicated - 4-Wire VG										
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	$77.33	$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

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
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	$1,672.44
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
SWA 8XX Toll Free Dialing Ten Digit Screening Service (7)			TBD							
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	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

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
LINE INFORMATION DATABASE ACCESS (LIDB)										
LIDB Common Transport per query	OQT	$0.00004	$0.0003	$0.0000338	$0.00006	$0.0000418	$0.0000446	$0.0003	$0.0000442	$0.0003
LIDB Validation per query	OQU	$0.041003	$0.041003	$0.0105974	$0.0638	$0.0103774	$0.0142132	$0.041003	$0.0141003	$0.041003
LIDB Originating Point Code Establishment or Change - NRC	N/A	$64.36	NA	$50.30	$107.60	$48.17	$63.63	$91.00	$61.62	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	$27.84	$91.00
NRC - Incremental Charge - Manual Service Order - Addl	SOMAN	NA	NA	NA	NA	NA	NA	NA	$27.84	NA
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 8- 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 8- automation loading, per NAV shelf		$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00	$270.00

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		RATES BY STATE								
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
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
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

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
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
NRC - Disconnect	CAMSE	$114.22	NA	NA	NA	$78.06	$135.96	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
CO. 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										
AIN, Service Creation Tools	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
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

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
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										
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)										
Per Line or PBX Trunk, each		NA	NA	NA	$10.00 (Interim Rate)	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						NA	NA	NA	NA	NA
NRC	USRCR	$230.60	$229.65	$180.62	$229.65	$229.65	$227.99	$229.65	$226.22	$229.65
NRC - Incremental Charge - Manual Service Order		$25.93	NA	$18.94	NA	NA	$253.51	NA	$27.84	NA
VIRTUAL COLLOCATION										
2-wire Cross-Connect										
RC	UEAC2	$0.28	$0.524	$0.30	$0.31	$0.26	$0.3996	$0.30	$0.3648	$0.30
NRC - 1st	UEAC2	$30.76	$11.57	$12.60	$54.21	$23.04	$30.93	$19.20	$41.50	$19.20
NRC - Add'l	UEAC2	$29.40	$11.57	$12.60	$51.07	$22.11	$29.59	$19.20	$38.94	$19.20
NRC - Disconnect - 1st	UEAC2	$12.75	NA	NA	NA	$9.48	$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	$11.38	NA	NA	NA	$8.54	$11.43	NA	NA	NA
4-wire Cross-Connect										
RC	UEAC4	$0.56	$0.524	$0.50	$0.62	$0.52	$0.7992	$0.50	$0.7297	$0.50
NRC - 1st	UEAC4	$66.71	$11.57	$12.60	$54.23	$23.23	$31.17	$19.20	$41.56	$19.20
NRC - Add'l	UEAC4	$50.43	$11.57	$12.60	$50.96	$22.24	$29.77	$19.20	$38.90	$19.20
NRC - Disconnect - 1st	UEAC4	$12.82	NA	NA	NA	$9.53	$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	$11.39	NA	NA	NA	$8.55	$11.43	NA	NA	NA
2-fiber Cross-Connect										
RC	CNC2F	$12.10	NA	$15.64	$15.64	$19.13	$15.64	$15.99	$15.06	$15.64
NRC - 1st	CNC2F	$55.46	NA	$41.56	$41.56	$41.07	$41.56	$67.34	$69.28	$41.56
NRC - Add'l	CNC2F	$39.18	NA	$29.82	$29.82	$29.63	$29.82	$48.55	$48.89	$29.82
NRC - Disconnect - 1st	CNC2F	$16.83	NA	NA	NA	$12.84	$12.96	NA	NA	NA
NRC - Disconnect - Add'l	CNC2F	$13.27	NA	NA	NA	$10.29	$10.34	NA	NA	NA
4-fiber Cross-Connect										
RC	CNC4F	$21.75	NA	$28.11	$28.11	$34.38	$28.11	$28.74	$27.08	$28.11
NRC - 1st	CNC4F	$66.71	NA	$50.53	$50.53	$49.81	$50.53	$82.35	$84.07	$50.53
NRC - Add'l	CNC4F	$50.43	NA	$38.78	$38.78	$38.37	$38.78	$63.56	$63.68	$38.78
NRC - Disconnect - 1st	CNC4F	$21.86	NA	NA	NA	$16.75	$16.97	NA	NA	NA
NRC - Disconnect - Add'l	CNC4F	$18.31	NA	NA	NA	$14.20	$14.35	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	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.

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

	DESCRIPTION	USOC	RATES BY STATE								
			AL	FL	GA	KY	LA	MS	NC	SC	TN
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.										
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

TABLE OF CONTENTS

1. Network Interconnection 3

2. Interconnection Trunking And Routing 8

3. Network Design And Management For Interconnection 9

4. Parity In Ordering And Provisioning 12

5. Local Dialing Parity 12

6. Interconnection Compensation 12

7. Frame Relay Service 18

8. Operational Support Systems (OSS) Rates 21

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 BlueStar must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of BlueStar's originated local, intraLATA toll and transit traffic. If BlueStar chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, BlueStar must establish Points of Interconnection at all BellSouth access and local tandems where BlueStar NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and BlueStar End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is BlueStar'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 BlueStar to home its NPA/NXX(s) on a BellSouth Tandem, BlueStar'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 BlueStar'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 BlueStar 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. BlueStar'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 BlueStar-originated local and local originating and terminating transit traffic.

1.6 BlueStar, 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 BlueStar for call transport and termination by BlueStar. 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 <u>Interconnection via Purchase of Facilities</u>

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 BlueStar-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, BlueStar must still establish Points of Interconnection at all BellSouth access tandems where BlueStar NXXs are "homed". If BlueStar 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, BlueStar 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 BlueStar 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 BlueStar's NXX Access Tandem homing arrangement as specified by BlueStar in the national Local Exchange Routing Guide (LERG).

1.9.2 For BlueStar-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 BlueStar'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 BlueStar does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, BlueStar must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent BlueStar 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 BlueStar routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, BlueStar agrees to pay BellSouth the associated transport and termination charges.

1.10 Local Tandem Interconnection.

1.10.1 This interconnection arrangement allows BlueStar to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of BlueStar-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, BlueStar must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, BlueStar 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. BlueStar 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 BlueStar does not choose to establish a Point of Interconnection. It is BlueStar'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 BlueStar's codes. Likewise, BlueStar shall obtain its routing information from the LERG.

1.10.3 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, BlueStar must also establish Points of Interconnection to BellSouth

access tandems within the LATA on which BlueStar 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 BlueStar 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 BlueStar elects to interconnect with BellSouth pursuant to a Fiber Meet, BlueStar 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, BlueStar'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 BlueStar shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BlueStar Interconnection Wire Center ("BlueStar 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 BlueStar 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 BlueStar, Point of Interface to BellSouth).

1.11.6 BlueStar shall deliver and maintain such strands wholly at its own expense. Upon verbal request by BlueStar, BellSouth shall allow BlueStar 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 BlueStar 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 BlueStar 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 BlueStar from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require BlueStar 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 BlueStar 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. BlueStar 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 BlueStar and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a BlueStar 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 BlueStar 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 BlueStar'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 BlueStar's NXX Access Tandem homing arrangement as specified by BlueStar 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 BlueStar, BlueStar must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If BlueStar 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 BlueStar, BlueStar must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If BlueStar 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 BlueStar will send and receive 10 digits for local traffic. Additionally, BellSouth and BlueStar 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, BlueStar 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**
OPEN PENDING ARBITRATION

BellSouth's Proposed Language:

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.

BlueStar's Proposed Language:
For all local traffic and all inter and intraLATA traffic which originates with or is destined for an ISP and/or passes through an ATM switch, the parties will off set all obligations ("Bill and Keep") unless the differential in minutes exceeds 10%. The party asserting the differential in its favor bears the burden of proof.

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 BlueStar utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from BlueStar for transport and termination of BellSouth originated traffic, BellSouth will pay BlueStar no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where BlueStar receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the BlueStar terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate BlueStar at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by BlueStar 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. BlueStar 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. BlueStar 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 BlueStar for termination on the BlueStar's network, if BellSouth cannot determine, because of the manner in which BlueStar

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 BlueStar 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 BlueStar 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 BlueStar traffic terminated by BellSouth over the same facilities, BlueStar 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 BlueStar. 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 BlueStar 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 BlueStar is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses BlueStar as an interexchange carrier on a 101XXXX basis, BellSouth will charge BlueStar 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 BlueStar requires interconnection from BlueStar 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. BlueStar shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that BlueStar 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 BlueStar 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 BlueStar 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 BlueStar. BlueStar agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of BlueStar. 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 BlueStar'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 BlueStar is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between BlueStar 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 BlueStar 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, BlueStar 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 BlueStar 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 BlueStar 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. BlueStar will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of BlueStar'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 BlueStar will pay, the total non-recurring and recurring charges for the NNI port. BlueStar 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 BlueStar'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 BlueStar 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 BlueStar orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the BlueStar Frame Relay switch, BellSouth will invoice, and BlueStar will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and BlueStar Frame Relay switches. If the VC is a Local VC, BlueStar 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 BlueStar for the PVC segment.

7.9.2 If BellSouth orders a Local VC connection between a BlueStar subscriber's PVC segment and a PVC segment from the BlueStar Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and BlueStar will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and BlueStar Frame Relay switches. If the VC is a Local VC, BlueStar 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 BlueStar 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 BlueStar requests a change, BellSouth will invoice and BlueStar will pay a Feature Change charge for each affected PVC segment.

7.9.4.1 If BellSouth requests a change to a Local VC, BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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

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

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 BlueStar 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/CLEC-1 RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
[redacted]										
End Office Switching, per mou	N/A	$0.0018	NA	$0.0016333	$0.002562	NA	$0.0023771	$0.004	$0.0019295	$0.0019
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA	$0.002	NA	NA	$0.00209	NA	NA	NA	NA
Tandem Switching, per mou	N/A	$0.00063	$0.00029	$0.0006757	$0.001096	NA	$0.0007834	$0.0015	$0.0006843	$0.000676
Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA	NA	NA	NA	$0.00430	NA	NA	NA	NA
Tandem Local Interconnection, per mou (includes end office switching element)		NA	$0.00325	NA	NA	$0.00639	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)		NA	$0.00125	NA	NA	$0.00430	NA	NA	NA	NA
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.6 of the appropriate BellSouth intrastate access tariff.		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
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.)										
[redacted]										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00004	$0.0000121	$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00036	$0.0004672	$0.00036
Interoffice Transport - Dedicated - VG										
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										
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	$0.0339	$0.0252	$0.0222	$0.03	$0.0384	$0.0323	$0.03	$0.0373	$0.17
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	$17.81	$21.33	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - 1st	1L5XX	$144.27	$137.15	$79.61	$142.31	$104.23	$144.77	$138.19	$136.44	$83.35
NRC - Add'l	1L5XX	$54.15	$64.45	$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	$40.34	NA	$18.94	$37.21	$26.20	$36.86	$90.97	$39.63	$31.63
Interoffice Transport - Dedicated - DS1										
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX	$0.69	$0.6013	$0.4523	$0.45	$0.7831	$0.6598	$0.5759	$0.7598	$0.3525
Interoffice Transport - Dedicated - DS1 - facilities termination per month	U1TF1	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.32	$94.98	$75.83
NRC - 1st	U1TF1	$223.59	$45.91	$147.07	$298.18	$160.49	$222.81	$218.28	$216.27	$166.53
NRC - Add'l	U1TF1	$168.60	$44.18	$111.75	$231.23	$123.03	$168.92	$164.55	$162.70	$124.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.83	$38.12	$39.63	$30.15
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$40.34	NA	$18.94	NA	$26.20	$36.86	$38.12	$39.63	$31.63
Interoffice Transport - Dedicated - DS3										
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	$12.56	$10.22	$6.53	$12.62	$14.04	$15.02	$13.00	$19.08	$5.89
Interoffice Transport - Dedicated - DS3 - facilities termination per month	U1TF3	$771.60	$984.55	$725.53	$1,204.00	$1,101.00	$744.38	$720.65	$960.82	$760.20
NRC - 1st	U1TF3	$961.93	$772.93	$778.80	$946.23	$713.57	$812.30	$798.95	$941.07	$729.27
NRC - Add'l	U1TF3	$532.45	$435.92	$439.62	$516.89	$404.36	$596.55	$582.33	$503.72	$411.98
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	SOMAC	$100.19	NA	$77.41	$93.12	$71.19	$64.97	$91.37	$92.52	$75.98
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring	N/A	$14.61	$18.02	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
NRC - 1st	N/A	$572.46	$477.33	$382.95	$597.14	$401.17	$565.31	$556.57	$554.00	$254.14
NRC - Add'l	N/A	$92.07	$124.32	$62.40	$110.52	$66.35	$93.80	$90.19	$88.58	$28.96
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	$45.12	NA	$18.94	$41.46	$29.54	$41.57	$598.80	$43.75	$33.65
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	$18.73	NA	$8.42	NA	$19.46	$27.39	$102.94	$13.55	$23.84
Local Channel - Dedicated - 4-Wire VG										

BELLSOUTH/CLEC-1 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

Left Blank Intentionally
Operating under a stand-alone Collocation Agreement
Between BellSouth Telecommunications, Inc. and BlueStar Networks, Inc.
Dated August 30, 1999

Attachment 5

Access to Numbers and Number Portability

TABLE OF CONTENTS

1. Non-Discriminatory Access To Telephone Numbers 3

2. Number Portability Permanent Solution 3

3. Service Provider Number Portability 4

4. SPNP Implementation 4

5. Transition To Permanent Number Portability 7

6. True-Up 7

7. Operational Support System (OSS) Rates 8

Rates ..... Exhibit A

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, BlueStar shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, BlueStar 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 BlueStar, BellSouth will provide BlueStar 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. BlueStar 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 BlueStar cancel its reservations of numbers. BlueStar shall comply with such request.

1.3. Further, upon BlueStar request and for the purposes of the resale of BellSouth's telecommunications services by BlueStar, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for BlueStar's sole use. Such telephone number reservations shall be transmitted to BlueStar via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. BlueStar 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 BlueStar'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 BlueStar where

BlueStar is a subscriber to local switching or where BlueStar 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 BlueStar. 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 BlueStar 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 BlueStar 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 BlueStar 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

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

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 BlueStar 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/BLUESTAR 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 (1)(2)										
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
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID										
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

TABLE OF CONTENTS

1. Quality of Ordering And Provisioning.....3

2. Access To Operational Support Systems 3

3. Miscellaneous Ordering And Provisioning Guidelines.....5

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 BlueStar 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 BlueStar 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

BellSouth's Proposed Language

2.1 BellSouth shall provide BlueStar 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:

BlueStar's Proposed Language
(In addition to BellSouth's language)
All of these OSS functions will also be provided for all advanced services including UDL, UCL and ISDN by March 1, 2000.

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, BlueStar shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, BlueStar 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 BlueStar 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 BlueStar. 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 BlueStar. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface.

BellSouth's Proposed Language

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows BlueStar to report and monitor service troubles and obtain repair services. BellSouth shall offer BlueStar service trouble reporting in a non-discriminatory manner that provides BlueStar the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides BlueStar 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 BlueStar 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.

BlueStar's Proposed Language
(In addition to BellSouth's Proposed Language)

BlueStar may expedite any repair order to achieve a response time of one (1) hour upon payment of the expedite fee.

2.5 Migration of BlueStar 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 BlueStar with sufficient notice to allow BlueStar 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 BlueStar will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if BlueStar wishes to reinstate an order, BlueStar may be required to submit a new service order.

3.2 Single Point of Contact. BlueStar will be the single point of contact with BellSouth for ordering activity for network elements and other services used by BlueStar 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. BlueStar 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 BlueStar 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 BlueStar that such an order has been processed, but will not be required to notify BlueStar 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 BlueStar 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 BlueStar 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

TABLE OF CONTENTS

1. Payment and Billing Arrangements.....3

2. Billing Accuracy Certification.....5

3. Billing Disputes.....6

4. RAO Hosting.....7

5. Optional Daily Usage File.....10

6. Access Daily Usage File.....13

7. Enhanced Optional Daily Usage File.....16

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 BlueStar requests. BellSouth will bill and record in accordance with this Agreement those charges BlueStar incurs as a result of BlueStar 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 BlueStar, BlueStar 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, BlueStar 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 BlueStar. BlueStar shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by BlueStar from BlueStar's customer. BellSouth will not become involved in billing disputes that may arise between BlueStar 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 BlueStar, the total amount billed to BlueStar will not include those taxes or fees for which the CLEC is exempt. BlueStar 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 BlueStar.

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. BlueStar 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 BlueStar. The procedures for discontinuing service to BlueStar 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 BlueStar 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 BlueStar 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 BlueStar at the billing address to discontinue the provision of existing services to BlueStar 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 BlueStar's non-compliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to BlueStar 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, BlueStar's services will be discontinued. Upon discontinuance of service on BlueStar's account, service to the BlueStar's end users will be denied. BellSouth will reestablish service at the request of the end user or BlueStar for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. BlueStar 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, BlueStar 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 BlueStar'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 BlueStar 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 BlueStar will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide BlueStar with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, BlueStar 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.

4. RAO Hosting

4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to BlueStar 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 BlueStar 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 BlueStar 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 BlueStar 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 BlueStarto 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 BlueStar and will coordinate all associated conversion activities.

4.5 BellSouth will receive messages from BlueStar 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 BlueStar.

4.7 All data received from BlueStar 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 BlueStar 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 BlueStar and will forward them to BlueStar on a daily basis.

4.10 Transmission of message data between BellSouth and BlueStar will be via CONNECT:Direct.

4.11 All messages and related data exchanged between BellSouth and BlueStar 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 BlueStar 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 BlueStar to send data to BellSouth more than sixty (60) days past the message date(s), BlueStar 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 BlueStar 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 BlueStar) identified and agreed to, the company responsible for creating the data (BellSouth or BlueStar) 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 BlueStar, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify BlueStar of the error condition. BlueStar 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, BlueStar 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 BlueStar 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 BlueStar 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 BlueStar for the purpose of data transmission. Where a dedicated line is required, BlueStar will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. BlueStar 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 BlueStar. Additionally, all message toll charges associated with the use of the dial circuit by BlueStar will be the responsibility of BlueStar. 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 BlueStar end for the purpose of data transmission will be the responsibility of BlueStar.

4.19 Intercompany Settlements Messages

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

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

4.19.3 Once BlueStar 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 BlueStar. BellSouth will distribute copies of these reports to BlueStaron 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 BlueStar. BellSouth will distribute copies of these reports to BlueStar on a monthly basis.

4.19.6 BellSouth will collect the revenue earned by BlueStar 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 BlueStar. BellSouth will remit the revenue billed by BlueStar 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 BlueStar. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to BlueStar via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.19.7 BellSouth will collect the revenue earned by BlueStar 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 BlueStar. BellSouth will remit the revenue billed by BlueStar 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 BlueStar via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and BlueStar 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 BlueStar, BellSouth will provide the Optional Daily Usage File (ODUF) service to BlueStar pursuant to the terms and conditions set forth in this section.

5.2 The BlueStar 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 BlueStar customer.

Charges for delivery of the Optional Daily Usage File will appear on the BlueStars' 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 BlueStar will be the responsibility of the BlueStar. If, however, the BlueStar should encounter significant volumes of errored messages that prevent processing by the BlueStar within its systems, BellSouth will work with the BlueStar 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 BlueStar:

- 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 BlueStar.

5.6.1.4 In the event that BlueStar detects a duplicate on Optional Daily Usage File they receive from BellSouth, BlueStar will drop the duplicate message (BlueStar 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 BlueStar 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 BlueStar for the purpose of data transmission. Where a dedicated line is required, BlueStar will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. BlueStar 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 BlueStar. Additionally, all message toll charges associated with the use of the dial circuit by BlueStar will be the responsibility of BlueStar. 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 BlueStar end for the purpose of data transmission will be the responsibility of BlueStar.

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 BlueStar which BellSouth RAO that is sending the message. BellSouth and BlueStar will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by BlueStar and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 Pack Rejection

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

5.6.5 Control Data

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

5.6.6 Testing

5.6.6.1 Upon request from BlueStar, BellSouth shall send test files to BlueStar 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 BlueStar set up a production (LIVE) file. The live test may consist of BlueStar's employees making test calls for the types of services BlueStar requests on the Optional Daily Usage File. These test calls are logged by BlueStar, 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 BlueStar, BellSouth will provide the Access Daily Usage File (ADUF) service to BlueStar pursuant to the terms and conditions set forth in this section.

6.2 The BlueStar 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 BlueStar has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on the BlueStars' 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 BlueStar will be the responsibility of the BlueStar. If, however, the BlueStar should encounter significant volumes of errored messages that prevent processing by the BlueStar within its systems, BellSouth will work with the BlueStar 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 BlueStar:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

6.6.2 When BlueStar 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 (BlueStar is BellSouth's toll customer):

BellSouth will bill resale toll rates to BlueStar and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to BlueStar via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to BlueStar and send access record to BlueStar.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to BlueStar and send access record to BlueStar.

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 BlueStar.

6.6.4 In the event that BlueStar detects a duplicate on the Access Daily Usage File they receive from BellSouth, BlueStar will drop the duplicate message (BlueStar 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 BlueStar 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 BlueStar for the purpose of data transmission. Where a dedicated line is required, BlueStar will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. BlueStar 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 BlueStar. Additionally, all message toll charges associated with the use of the dial circuit by BlueStar will be the responsibility of BlueStar. 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 BlueStar end for the purpose of data transmission will be the responsibility of BlueStar.

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 BlueStar which BellSouth RAO that is sending

the message. BellSouth and BlueStar will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by BlueStar and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 Pack Rejection

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

6.6.8 Control Data

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

6.6.9 Testing

6.6.9.1 Upon request from BlueStar, BellSouth shall send test files to BlueStar 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 BlueStar, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to BlueStar 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 BlueStar 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 BlueStars' 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 BlueStar will be the responsibility of the BlueStar. If, however, the BlueStar should encounter significant volumes of errored messages that prevent processing by the BlueStar within its systems, BellSouth will work with the BlueStar 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 BlueStar:

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 BlueStar.**

7.6.1.3 **In the event that BlueStar detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, BlueStar will drop the duplicate message (BlueStar 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 BlueStar over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among BlueStar'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 BlueStar for the purpose of data transmission. Where a dedicated line is required, BlueStar will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. BlueStar 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 BlueStar. Additionally, all message toll charges associated with the use of the dial circuit by BlueStar will be the responsibility of BlueStar. 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 BlueStar end for the purpose of data transmission will be the responsibility of BlueStar.

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 BlueStar which BellSouth RAO that is sending the message. BellSouth and BlueStar will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by BlueStar and resend the data as appropriate.

The data will be packed using ATIS EMI records.

BELLSOUTH/BLUESTAR RATES
ODUF/EDOUF/ADUF/CMDS

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EODUF/ADUF/CMDS										
ODUF: Recording, per message	N/A	$0 0002	$0 008	$0 008	$0 0008611	$0 00019	$0 0001179	$0 008	$0 0002862	$0 008
ODUF: Message Processing, per message	N/A	$0 0033	$0 004	$0 004	$0 0032357	$0 0024	$0 0032089	$0 004	$0 0032344	$0 004
EODUF: Message Processing, per message	N/A	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004
ADUF: Message Processing, per message	N/A	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004
CMDS: Message Processing, per message	N/A	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004	$0 004
ODUF: Message Processing, per magnetic tape provisioned	N/A	$55 19	$54 95	$54 95	$55 68	$47 30	$54 62	$54 95	$54 72	$54 95
EODUF: Message Processing, per magnetic tape provisioned	N/A	$47 30	$47 30	$47 30	$47 30	$47 30	$47 30	$47 30	$47 30	$47 30
ADUF: Message Processing, per magnetic tape provisioned	N/A	$54 95	$54 95	$54 95	$54 95	$54 95	$54 95	$54 95	$54 95	$54 95
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0 00004	$0 001	$0 001	$0 0000365	$0 00003	$0 0000354	$0 001	$0 0000357	$0 001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0 0000364	$0 0000364	$0 0000364	$0 0000364	$0 0000364	$0 0000364	$0 0000364	$0 0000364	$0 0000364
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001	$0 001

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 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

TABLE OF CONTENTS

Pre-Ordering - OSS 3

Ordering 6

Provisioning 19

Maintenance & Repair 34

Billing 47

Operator Services And Directory Assistance 53

E911 57

Trunk Group Performance 60

Collocation 62

Appendix A: Reporting Scope* 65

Appendix B: Glossary Of Acronyms And Terms 67

Appendix C: Bellsouth's Audit Policy 72

OPEN – PENDING ARBITRATION

BellSouth's Proposed Language:

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	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.	• 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 Appointments (MA) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are, requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation:

Percent Missed Installation Appointments = 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 Loops with NP
- Geographic Scope
  - State, Region, and further geographic disaggregation as required by State Commission Order

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability start and completion times (NP Orders) • Total Items **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• No BST Analog Exists

Retail Analog/Benchmark:

There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark under development.

PROVISIONING

Report/Measurement:

% Provisioning Troubles within 30 days of Service Order Activity

Definition:

Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)
- D & F orders

Business Rules:

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.
D & F orders are excluded as there is no subsequent activity following a disconnect.

Calculation:

% Provisioning Troubles within 30 days of Service Order Activity = 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 billing) 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 = Σ (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 5%.

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.

BlueStar's Proposed Language:
BlueStar proposes language from the Texas 271 proceeding.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
BlueStar Networks, Inc.
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		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
BlueStar Networks, Inc.
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
BlueStar Networks, Inc.
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
BlueStar Networks, Inc.
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
BlueStar Networks, Inc.
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
BlueStar Networks, Inc.
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		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
BlueStar Networks, Inc.
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
BlueStar Networks, Inc.
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
BlueStar Networks, Inc.
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
BlueStar Networks, Inc.
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		

EXHIBIT A

Attachment 11
BellSouth Disaster Recovery Plan

2000
BELLSOUTH

DISASTER RECOVERY PLANNING

For

CLECS

CONTENTS

PAGE

1.0 Purpose 4
2.0 Single Point of Contact 4
3.0 Identifying the Problem 4
3.1 Site Control 5
3.2 Environmental Concerns 6
4.0 The Emergency Control Center (ECC) 6
5.0 Recovery Procedures 7
5.1 CLEC Outage 7
5.2 BellSouth Outage 7
5.2.1 Loss of Central Office 8
5.2.2 Loss of a Central Office with Serving Wire Center Functions 8
5.2.3 Loss of a Central Office with Tandem Functions 8
5.2.4 Loss of a Facility Hub 9
5.3 Combined Outage (CLEC and BellSouth Equipment 9
6.0 T1 Identification Procedures 9
7.0 Acronyms 10

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.

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.

AMENDMENT
TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 28, 1999
(Florida, Georgia, Kentucky and Tennessee)

Pursuant to this Agreement, (the "Amendment"), Bluestar Networks, Inc. ("Bluestar"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to individually as a "Party" and collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the "Interconnection Agreement").

WHEREAS, BellSouth and Bluestar entered into an Interconnection Agreement on December 28, 1999 and;

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. The Interconnection Agreement entered into between Bluestar and BellSouth is hereby amended to delete Sections 2.1.2, 2.1.3 – 2.1.3.7 of Attachment 2 in its entirety and replace it with new Section 2.1.2 of Attachment 2 which is attached hereto as Exhibit A.

2. This Amendment shall have an effective date of January 27, 2000.

3. All of the other provisions of the Agreement, dated December 28, 1999, shall remain in full force and effect.

4. Either or both of the Parties may submit this Amendment to the appropriate Commission 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.

Bluestar Networks, Inc.

By: Norton Cutler

Name: Norton Cutler

Title: General Counsel

Date: 1-27-2000

BellSouth Telecommunications, Inc.

By: Jerry Hendrix

Name: Jerry Hendrix

Title: Senior Director

Date: 1/27/00

ORIGINAL

EXHIBIT A

2.1.2 Technical Requirements

2.1.2.1 BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, 2 and 4 wire xDSL, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.

2.1.2.2 Digital Subscriber Line ("xDSL") Capable Loops. XDSL capable loops describe loops that may support various technologies and services. The "x" in xDSL is a placeholder for the various types of digital subscriber line services. An xDSL loop is a plain twisted pair copper loop. BellSouth will offer xDSL capable loops according to industry standards for CSA design loops (ADSL/HDSL) and resistance design loops (UCL). To the extent that these loops exist within the BellSouth network at a particular location, they will be provisioned without intervening devices, including but not limited to load coils, repeaters (unless so requested by Bluestar), or digital access main lines ("DAMLs"). These loops may contain bridged tap in accordance with the respective industry standards (CSA design loops may have up to 2,500 feet total (all bridged taps) and up to 2,000 feet for a single bridged tap; resistance design loops may have up to 6,000 ft). At Bluestar's request, BellSouth will provide Bluestar with xDSL loops other than those listed above, so long as Bluestar is willing to pay the loop conditioning costs needed to remove the above listed equipment and/or bridge taps from the loops. Any copper loop longer than 18kft requested by Bluestar through the loop conditioning process will be ordered, billed, and inventoried as UCLs. Loop conditioning costs will be charged in addition to the loop itself on any of the loops described in this section 2.1.2.2, Bluestar may provide any service that it chooses so long as such service is in compliance with FCC regulations and BellSouth's TR73600.

2.1.2.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.2.1 above. The foregoing sentence notwithstanding, in instances where BellSouth provides Bluestar with an xDSL loop that is over 12,000 feet in length, BellSouth will not be expected to maintain and repair the loop to the standards specified in the TR73600 and other standards referenced in this Agreement; provided, however, that for all loops (xDSL or otherwise) ordered by Bluestar, BellSouth agrees to maintain electrical continuity and to provide balance relative to tip and ring.

2.1.2.4 In instances where Bluestar requests BellSouth to provide Bluestar with an xDSL loop to a particular end-user premises and (I) there is no such facility (including without limitation spare copper) available, and (ii) there is a loop available that would meet the definition of an xDSL loop if it were conditioned consistent with the FCC's rules promulgated pursuant to the UNE Remand Order, FCC 99-238 (adopted Sept. 15, 1999) (*i.e.*, FCC Rule 51.319(a)(3)) (hereinafter "Conditioning Rules"), BellSouth shall offer such loop to Bluestar and shall offer to condition such loop consistent with the Conditioning Rules. In those cases where Bluestar requests that BellSouth remove equipment from a loop longer than 18kft, and this equipment is required to provide normal voice services, Bluestar agrees to pay a re-conditioning charge in order to bring the loop back up to its original specifications.

2.1.2.5 The Parties agree that such conditioning charges shall be interim and subject to true-up (up or down), pending the determination by the relevant Commission of conditioning charges. The Parties further agree that, if and when a Commission (in a final order not stayed) orders or otherwise adopts conditioning charges, they shall amend this Agreement to reflect said charges. If the Parties are unable to reach agreement on such an amendment, either Party may petition the appropriate Commission for relief pursuant to the dispute resolution procedures described in the General Terms and Conditions – Part A of this Agreement.

2.1.2.6 In those cases where Bluestar has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will not 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.

2.1.2.7 In addition, Bluestar recognizes that there may be instances where a loop modified pursuant to this subsection 2.1.2.5 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 Bluestar has placed on the loop (e.g., a copper voice loop is modified by the removal of load coils so that Bluestar may attempt to provide xDSL service. BellSouth's records may still reflect that the loop is a voice circuit. BellSouth performs a network efficiency job and rolls the loop to a DLC. The original voice loop would not have been impacted by this move but the xDSL loop will likely not support xDSL service). If this occurs, BellSouth will work cooperatively with Bluestar to restore the circuit to its previous xDSL capable status as quickly as possible.

2.1.2.8 The following rates, as subject to true-up, will apply:

2-Wire Unbundled Copper Loop (18kft or less)	AL*	FL	GA*	KY*	LA	MS*	NC	SC*	TN**
Recurring	$15.11	$18.00	$13.05	$11.89	$21.00	$14.83	$19.00	$20.81	$18.00
Non-Recurring									
Non-Recurring 1st	$514.21	$340.00	$359.00	$713.50	$340.00	$504.82	$450.00	$600.61	$450.00
Non-Recurring Add'l	$464.58	$300.00	$325.15	$609.44	$300.00	$456.24	$390.00	$507.33	$325.00
Manual Svc Ord -1st	$47.00	$47.00	$18.94	$47.00	$18.14	$25.52	$47.00	$25.52	
Manual Svc Ord -Adl	$21.00	$21.00	$8.42	$21.00	$8.06	$11.34	$21.00	$47.00	
Manual Svc Ord -Dis	$17.77			$17.77	$11.41	$16.06		$21.00	
Order Coordination	$16.00	$16.00	$34.22	NA	$32.77	$45.27	$16.00	$45.43	$45.00
Disconnect 1st					$72.54	$105.86			
Disconnect Addl					$39.42	$57.25			

*Same as ADSL loop rate

** ADSL rates not yet set

Loop Conditioning									
Remove Equip < 18ft									
First Install	$485	$485	$485	$485	$485	$485	$485	$485	$485
Addl Install	$25	$25	$25	$25	$25	$25	$25	$25	$25
Remove Equip > 18ft									
First Install	$775	$775	$775	$775	$775	$775	$775	$775	$775
Addl Install	$25	$25	$25	$25	$25	$25	$25	$25	$25
First Disconnect	$775	$775	$775	$775	$775	$775	$775	$775	$775
Addl Disconnect	$25	$25	$25	$25	$25	$25	$25	$25	$25
Remove Bridge Tap all									
First Install	$485	$485	$485	$485	$485	$485	$485	$485	$485
Addl Install	$20	$20	$20	$20	$20	$20	$20	$20	$20

The UCL Rates listed above may be used for UCLs longer than 18kft until we are able to perform a cost study on long UCLs (18kft).

The Loop Conditioning charges would apply in addition to the UCL NRCs.

All the rates listed above would be subject to true-up once final cost numbers are determined.

The Parties agree that the prices reflected 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, including the FCC. Under the "true-up" process, the 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, Bluestar shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Bluestar. 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 such differences shall be resolved through arbitration.

AMENDMENT TO THE AGREEMENT BETWEEN BLUESTAR NETWORKS, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED DECEMBER 28, 1999 (Florida, Georgia, Kentucky and Tennessee)

Pursuant to this Amendment, BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to individually as a "Party" or collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the "Interconnection Agreement").

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that 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. The Interconnection Agreement entered into between the Parties is hereby amended to delete Section 2.1.7 of Attachment 2 in its entirety and replace it with new Section 2.1.7 of Attachment 2 as follows:

2.1.7 Where facilities are available, BellSouth will install loops within the time interval listed in the Product and Service Interval Guide Issue 2-b, December 1999 posted on the BellSouth web site and incorporated herein by this reference. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for SI process is included in the intervals listed in the guide. For expedite requests by BlueStar, 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 BlueStar 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. Attachment 6 of the Interconnection Agreement entered into between the Parties is hereby amended to include a new Section 2.4.1 as follows:

2.4.1 Pursuant to the Appendix A of the document entitled, "Operational Understanding between BellSouth Maintenance Centers and CLEC

ORIGINAL

Maintenance Centers for Local Services." BlueStar may request escalations for repair services for any customer.

3. The General Terms and Conditions of the Interconnection Agreement entered into between the Parties in Florida and Georgia is hereby amended to delete Section 12 of the Interconnection Agreement in its entirety and replace it with new Section 12 as follows:

12. Resolution of Disputes

The Parties agree that it is in their interest to resolve disputes arising under this contract in an expedited manner. To expedite resolution of disputes, such as access to collocations or provisioning, the Parties agree to form an Intercompany Board. Each Party will designate one person (and one alternative person in case the primary designee is unavailable) with sufficient authority to resolve disputes quickly. If a dispute arises that is not being resolved quickly in the ordinary course, a Party's designee shall contact the other Party's designee. The two will then work together to resolve the dispute within 2 business days. If the dispute cannot be resolved within the 2 business days, either Party may file a Petition or Complaint with the Commission for a resolution of the dispute.

4. Attachment 6 of the Interconnection Agreement entered into between the Parties, is hereby amended to incorporate a new Section 2.7 as follows:

BellSouth has set a target of 3Q00 as the date by which its EDI and TAG interfaces will support xDSL services.

5. Attachment 2 of the Interconnection Agreement entered into between the Parties is hereby amended to include a new Section 2.1.16 as follows:

2.1.16 **BellSouth shall provide BlueStar with non-discriminatory access to the loop qualification information that is available to BellSouth, so that BlueStar can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that BlueStar intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper, the existence, location and type of any electronic and other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.**

BellSouth shall make such information available to BlueStar in accordance with the FCC's UNE Remand Order. BellSouth is developing an electronic interface to its Loop Facility Assignment Control System ("LFACS") with a targeted date of third quarter 2000 for implementation. BlueStar currently has electronic access to BellSouth's Loop Qualification System (LQS).

6. This Amendment shall have an effective date of February 28, 2000.

7. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.

8. Either or both of the Parties shall submit this Amendment to the appropriate Commission 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 the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

By: Norton Cutler

Name: Norton Cutler

Title: VP Regulatory & General Counsel

Date: 2/29/00

BellSouth Telecommunications, Inc.

By:

Name: Jerry Hendrix

Title: Senior Director

Date: 2/28/00

AMENDMENT TO THE AGREEMENT BETWEEN BLUESTAR NETWORKS, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED DECEMBER 28, 1999 (Florida)

Pursuant to this Amendment, BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to individually as a "Party" or collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the "Interconnection Agreement").

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that 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. The Unbundled Copper Loop (UCL) rates and Loop Conditioning rates for Florida in the January 27, 2000 Amendment are hereby revised as follows:

2.1.2.8.1 The following rates for Florida are interim rates subject to true-up.

2.1.2.8.1 In exchange for the following interim NRC UCL rate in Florida, BlueStar agrees to the Loop Conditioning rates set forth below. Any CLEC adopting this amendment must agree to both the NRC UCL and Loop Conditioning rates set forth in this amendment for the state of Florida.

2-Wire Unbundled Copper Loop (18 kft. or less)	Florida
Recurring	$18.00
Non-Recurring, 1st	$113.85
Non-Recurring, Add'l	$99.61
Manual Svc. Order – 1st	$47.00
Manual Svc. Order – Add'l	$21.00
Order Coordination	$16.00

The UCL Rates listed above may be used for UCLs longer than 18kft. until a cost study is done for long UCLs (greater than 18kft).

ORIGINAL

Loop Conditioning	Florida
Remove Equipment <18ft	
First Install	$485.00
Add'l Install	$25.00
Remove Equipment > 18ft	
First Install	$775.00
Add'l Install	$25.00
First Disconnect	$775.00
Add'l Disconnect	$25.00
Remove Bridge Tap all	
First Install	$485.00
Add'l Install	$20.00

The Loop Conditioning charges apply in addition to the UCL NRCs.
All rates listed above are subject to true-up once final cost are determined.

The Parties agree that the prices reflected 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, including the FCC. Under the "true-up" process, the 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, Bluestar shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Bluestar. 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 such differences shall be resolved through arbitration.

2. This Amendment shall have an effective date of March 1, 2000.

3. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.

4. Either or both of the Parties shall submit this Amendment to the appropriate Commission 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 the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

By: Norton Cutler

Name: Norton Cutler

Title: General Counsel

Date: 3/1/00

BellSouth Telecommunications, Inc.

By:

Name: Jerry D. Hendrix

Title: Sr. Director

Date: 3/1/00

AMENDMENT TO THE AGREEMENT BETWEEN BLUESTAR NETWORKS, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED DECEMBER 28, 1999 (Kentucky)

Pursuant to this Amendment, BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to individually as a "Party" or collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the "Interconnection Agreement") in the state of Kentucky.

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that 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. The ADSL/HDSL rates contained in Attachment 2, Exhibit C are hereby revised as follows:

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop	USOC	Kentucky Rates*
Per Month	UAL2X	$12.16
NRC- First	UAL2X	$270.01
NRC – Add'l	UAL2X	$234.63
NRC – Disconnect – First	SOMAN	$74.54
NRC – Disconnect – Add'l	SOMAN	$39.14
Order Coordination for Specified Conversion Time		$34.29
2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop		
Per Month	UHL2X	$8.78
NRC – First	UHL2X	$270.01
NRC – Add'l	UHL2X	$234.63
NRC – Disconnect – First	SOMAN	$74.54
NRC – Disconnect – Add'l	SOMAN	$39.14
Order Coordination for Specified Conversion Time		$34.29

* All rates listed above are interim, subject to true-up once final cost are determined.

2. The Unbundled Copper Loop (UCL) rates and Loop Conditioning rates for Kentucky in the January 27, 2000 Amendment are hereby revised as follows:

The following rates for Kentucky are interim rates subject to true-up.

2-Wire Unbundled Copper Loop (18 kft. or less)	USOC	Kentucky Rates*
Recurring	UCLPB	$12.16
Non-Recurring, 1st	UCLPB	$270.01
Non-Recurring, Add'l	UCLPB	$234.63
Disconnect – 1st	UCLPB	$74.54
Disconnect - Add'l	UCLPB	$39.14
Order Coordination	UCLMC	$34.29
2-Wire Unbundled Copper Loop (> 18 kft.)		
Recurring	UCL2L	$41.61
Non-Recurring, 1st	UCL2L	$270.01
Non-Recurring, Add'l	UCL2L	$234.63
Disconnect – 1st	UCL2L	$74.54
Disconnect - Add'l	UCL2L	$39.14
Order Coordination	UCLMC	$34.29
Loop Conditioning**		**Kentucky Rates***
Remove Equipment <18kft		
Per Pair		$70.04
Remove Equipment > 18kft		
Per Pair		$765.29
Add'l Per Pair		$23.74
Remove Bridge Tap		
Per Pair		$105.34

* All rates listed above are interim, subject to true-up once final cost are determined.

** The Loop Conditioning charges apply in addition to the UCL NRCs.

The Parties agree that the prices reflected 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, including the FCC. Under the "true-up" process, the 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, Bluestar shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Bluestar. 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 such differences shall be resolved through arbitration.

3. This Amendment shall have an effective date of March 30, 2000.

4. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.

5. Either or both of the Parties shall submit this Amendment to the appropriate Commission 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 the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

By: _____

Name: Norton Cutler

Title: V. P. Regulatory & General Counsel

Date: 3/30/00

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry D. Hendrix

Title: Sr. Director

Date: 3/30/00

AMENDMENT TO THE AGREEMENT BETWEEN BLUESTAR NETWORKS, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED DECEMBER 28, 1999 (Tennessee)

Pursuant to this Amendment, BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to individually as a "Party" or collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the "Interconnection Agreement") in the state of Tennessee.

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that 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. The ADSL/HDSL rates contained in Attachment 2, Exhibit C are hereby revised as follows:

2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop	USOC	**Tennessee Rates***
Per Month	UAL2X	$12.16
NRC- First	UAL2X	$270.01
NRC – Add'l	UAL2X	$234.63
NRC – Disconnect – First	SOMAN	$74.54
NRC – Disconnect – Add'l	SOMAN	$39.14
Order Coordination for Specified Conversion Time		$34.29
2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop		
Per Month	UHL2X	$8.78
NRC – First	UHL2X	$270.01
NRC – Add'l	UHL2X	$234.63
NRC – Disconnect – First	SOMAN	$74.54
NRC – Disconnect – Add'l	SOMAN	$39.14
Order Coordination for Specified Conversion Time		$34.29

* All rates are interim, subject to true-up once rates are ordered by the TRA.

2. The Unbundled Copper Loop (UCL) rates and Loop Conditioning rates for Tennessee in the January 27, 2000 Amendment are hereby revised as follows:

2.1.2.8.1 The following rates for Tennessee are interim rates subject to true-up.

2-Wire Unbundled Copper Loop (18 kft. or less)	USOC	Tennessee Rates*
Recurring	UCLPB	$12.16
Non-Recurring, 1st	UCLPB	$270.01
Non-Recurring, Add'l	UCLPB	$234.63
Disconnect – 1st	UCLPB	$74.54
Disconnect - Add'l	UCLPB	$39.14
Order Coordination	UCLMC	$34.29
2-Wire Unbundled Copper Loop (> 18 kft.)		
Recurring	UCL2L	$12.16
Non-Recurring, 1st	UCL2L	$270.01
Non-Recurring, Add'l	UCL2L	$234.63
Disconnect – 1st	UCL2L	$74.54
Disconnect – Add'l	UCL2L	$39.14
Order Coordination	UCLMC	$34.29
Loop Conditioning**		**Tennessee Rates***
Remove Equipment <18kft		
First Install		$70.04
Add'l Install		$70.04
Remove Equipment > 18kft		
First Install		$765.29
Add'l Install		$23.74
Remove Bridge Tap		
Per Pair		$105.34

* All rates are interim rates, subject to true-up once final cost are determined. However, until final cost are determined, the UCL rates will be true-up based on the ADSL/HDSL rates once final costs are determined.

** The Loop Conditioning charges apply in addition to the UCL NRCs.

The Parties agree that the prices reflected 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, including the FCC. Under the "true-up" process, the 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, Bluestar shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Bluestar. 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 of the Parties regarding the amount of such "true-up," the Parties agree that such differences shall be resolved through arbitration.

3. Section 12 of the General Terms and Conditions is hereby deleted in its entirety and replaced with the following language:

12. Resolution of Disputes

The Parties agree that it is in their interest to resolve disputes arising under this contract in an expedited manner. To expedite resolution of disputes, such as access to collocations or provisioning, the Parties agree to form an Intercompany Board. Each Party will designate one person (and one alternative person in case the primary designee is unavailable) with sufficient authority to resolve disputes quickly. If a dispute arises that is not being resolved quickly in the ordinary course, a Party's designee shall contact the other Party's designee. The two will then work together to resolve the dispute within 2 business days. If the dispute cannot be resolved within the 2 business days, either Party may file a Petition or Complaint or otherwise seek resolution of the dispute from the Tennessee Regulatory Authority.

4. This Amendment shall have an effective date of April 12, 2000.

5. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.

6. Either or both of the Parties shall submit this Amendment to the appropriate Commission 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 the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

By: _____

Name: Norton Cutler

Title: VP Regulatory & General Counsel

Date: April 12, 2000

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry D. Hendrix

Title: Sr. Director

Date: 4/13/00

INTERIM AMENDMENT
TO THE
INTERCONNECTION AGREEMENTS BETWEEN
BLUESTAR NETWORKS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
APRIL 25, 2000

Pursuant to this Interim Amendment (the "Interim Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("CLEC"), hereinafter referred to collectively as the "Parties," hereby agree to amend those certain Interconnection Agreements between the Parties dated December 7, 1999 (Alabama, Louisiana, Mississippi, and South Carolina), December 28, 1999 (Florida, Georgia, Kentucky, and Tennessee), and August 20, 1999 (North Carolina) (collectively, the "Interconnection Agreement").

WHEREAS, the Federal Communications Commission issued In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket Nos. 98-147 and 96-98, Third Report and Order in CC Docket 98-147 and Fourth Report and Order in CC Docket No. 96-98, (Rel. Dec. 9, 1999) (hereafter the "Line Sharing Order");

WHEREAS, the Line Sharing Order requires BellSouth to provide competitive local exchange carriers access to the High Frequency Loop Spectrum as an unbundled network element ("High Frequency Loop Spectrum") throughout the BellSouth region no later than June 6, 2000; and

WHEREAS, CLEC has expressed a desire in purchasing the High Frequency Loop Spectrum when it becomes available.

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, BellSouth and CLEC hereby agree as follows:

1.0 BellSouth will, upon CLEC's request, provide CLEC the ability to order splitters to be used in connection with BellSouth's full commercial implementation of the FCC's Line Sharing Order. Splitters to be deployed in all states in BellSouth's region may be ordered upon execution of this Interim Amendment.

2.0 CLEC will bear its pro rata share of the costs associated with such splitters ordered in conjunction with full commercial implementation of the FCC's Line Sharing Order. Such costs will be addressed in the final Amendment to the Interconnection Agreement relating to BellSouth's providing CLEC with access to the High Frequency Loop Spectrum ("High Frequency Spectrum Amendment").

3.0 The following conditions shall apply to the purchase of splitters:

3.1 Initially, BellSouth will select, purchase, install, and maintain a central office POTS splitter and permit CLEC to interconnect to data ports on the splitter. CLEC shall thereafter purchase ports on the splitter as set forth more fully below.

3.2 BellSouth will install the splitter in (i) a common area close to the CLEC collocation area, if possible; or (ii) in a BellSouth relay rack as close to the CLEC DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified CLEC DS0 at such time that a CLEC end user's service is established.

3.3 CLEC may only order splitter ports in increments of twenty-four (24) or ninety-six (96) ports.

3.4 BellSouth will begin accepting orders for access to the High Frequency Spectrum only upon execution of a final Amendment to the Interconnection Agreement presently being negotiated by the Parties. Upon execution of said amendment, BellSouth will begin accepting orders on or after June 6, 2000.

4.0 All terms and conditions of this Interim Amendment shall be superseded in their entirety by the High Frequency Spectrum Amendment.

5.0 This Interim Amendment shall not modify the existing Interconnection Agreement between the Parties, including the rates stated therein, except as expressly stated herein.

6.0 All other provisions of the Interconnection Agreement, together with all amendments in effect as of the date of execution of this Amendment, shall remain in full force and effect.

7.0 Either or both of the Parties is authorized to submit this Amendment to the appropriate 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.

8.0 The Parties agree that the prices reflected 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, including the Federal Communications Commission (hereinafter "Commission"). Under the "true-up" process, the 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, CLEC shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC. 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 such differences shall be resolved through the dispute resolution procedures specified in section 11 of the General Terms & Conditions of the Interconnection Agreement.

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

BlueStar Networks, Inc.

Norton Cutler
Authorized Signature

Norton Cutler
Print or Type Name

VP Regulatory & General Counsel
Title

4/25/00
Date

BellSouth Telecommunications, Inc.

Authorized Signature

Jerry D. Hendrix
Print or Type Name

Sr. Director
Title

4/25/00
Date

AMENDMENT
TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 28, 1999

Pursuant to this Agreement, (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 28, 1999 ("Agreement").

WHEREAS, BellSouth and BlueStar entered into an Interconnection Agreement on December 28, 1999, and;

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. The Agreement entered into between BellSouth and BLueStar is hereby amended to include a new Attachment 11 – Disaster Recovery attached hereto as Exhibit A.

2. All of the other provisions of the Agreement, dated December 28, 1999, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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.

BlueStar Networks, Inc.

By: Norton Cutler

Name: Norton Cutler

Title: V.P. Regulatory + General Counsel

Date: 5-3-00

BellSouth Telecommunications, Inc.

By:

Name: Jerry Hendrix

Title: Senior Director

Date: 5/4/00

ORIGINAL

AMENDMENT TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 28, 1999
(Kentucky)

Pursuant to this Amendment, BlueStar Networks, Inc. ("BlueStar") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to individually as a "Party" or collectively as the "Parties," hereby amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the "Interconnection Agreement") in the state of Kentucky.

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that 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 Interconnection Agreement is hereby amended to include the following language as a new Section 2.1.5.

2.1.5 **Loop Make-Up Service Inquiry**

2.1.5.1 BellSouth shall use its best efforts to make available to BlueStar, a Loop Make-Up Service Inquiry process that will provide a description of available copper facilities for a specified customer location no later than June 1, 2000. This information will allow BlueStar to make a determination of the loops capabilities to support the service that Bluestar intends to provide to that customer. It will also allow Bluestar to determine what type of loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, may be needed by BlueStar.

2.1.5.2 The information provided via this process includes: 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.

2.1.5.3 This process is available to BlueStar based on telephone number or specific address. Requests submitted based on telephone numbers will provide the loop make-up of the loop currently serving that telephone number. Requests submitted based on a specific

address will contain a single Loop Make-Up for an available copper loop at that customer's location. Additionally, for requests to a specific address, when a copper facility is available and the LMU is returned to Bluestar, BellSouth will reserve that facility for four (4) business days and a Facility Reservation Number (FRN) will be provided to Bluestar.

2.1.5.4 The interval for this Loop Make-Up Service Inquiry process is seven (7) business days. This interval is separate from the Provisioning Interval stated in the Interval Guide.

2.1.5.5 If Bluestar subsequently wants to order the facility that was reserved, Blusestar shall submit an LSR with the BellSouth provided FRN to the LCSC. In these cases, BellSouth will reduce the Non-Recurring Charge (NRC) of the ordered xDSL-capable loop by an amount equivalent to the charge for the LMU process described in this addendum.

2.1.5.6 Rates for Loop Make-Up Service Inquiry are as follows:

Loop Make-Up Service Inquiry	USOC	State	Rate*
Per Service Inquiry	UMKLP	KY	$100.00

*These rates are interim, subject to true-up.

2. This Amendment shall have an effective date of May 31, 2000.

3. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.

4. Either or both of the Parties shall submit this Amendment to the appropriate Commission 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 the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

By: Norton Cutler

Name: Norton Cutler

Title: VP Regulatory & General Counsel

Date: 5/9/00

BellSouth Telecommunications, Inc.

By:

Name: Jerry Hendrix

Title: Senior Director

Date: 5/9/00

AMENDMENT TO THE INTERCONNECTION AGREEMENTS BETWEEN BLUESTAR NETWORKS, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC.

THIS AMENDMENT ("Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar"), as of the 7th day of June 2000. (BellSouth and BlueStar are collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on December 28, 1999 (Florida, Georgia, Kentucky, and Tennessee), (collectively, the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to BlueStar unbundled access to the high frequency spectrum of BellSouth's local loops as a network element.

NOW, THEREFORE, for and in consideration of the promises contained herein, the parties to this Amendment, intending to be legally bound, hereby agree as follows:

1.0 Attachment 2 of the Agreement shall be amended by adding the following Section 12:

12.0 HIGH FREQUENCY SPECTRUM NETWORK ELEMENT

12.1 GENERAL

BellSouth shall provide BlueStar access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") High Frequency Spectrum at the rates set forth in Section 4 herein. BellSouth shall provide BlueStar with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

12.1.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow BlueStar the ability to provide Digital Subscriber Line ("xDSL") data services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. BlueStar shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. BlueStar shall provision xDSL

service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

12.1.2 The following loop requirements are necessary for BlueStar to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and BlueStar shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable BlueStar to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and BlueStar shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If BlueStar requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, BlueStar shall pay for the loop to be restored to its original state.

12.1.3 BlueStar's meet point is the point of termination for BlueStar on the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect BlueStar's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to BlueStar's xDSL equipment in the BlueStar's collocation space.

12.1.4 BlueStar shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

12.2 **PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE**

12.2.1 BellSouth will provide BlueStar with access to the High Frequency Spectrum as follows:

12.2.2 BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local

exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, BlueStar and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 28, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 28, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of BlueStar's submission of such order to the BellSouth Complex Resale Support Group (assuming no splitter with excess capacity is currently located at the requested central office); provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and BlueStar will reevaluate this forty-two (42) day interval on or before August 1, 2000. In the event that BellSouth does not have a splitter available for a particular central office and BlueStar owns a splitter, BellSouth may elect to purchase such splitter from BlueStar upon rates, terms, and conditions to be agreed to by the parties.

12.2.3 After June 6, 2000, once a splitter is installed on behalf of BlueStar in a central office, BlueStar shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

12.2.4 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide BlueStar access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide BlueStar with a carrier notification letter at least 30 days before such change and shall work collaboratively with BlueStar to select a mutually agreeable brand of splitter for use by BellSouth. BlueStar shall thereafter purchase ports on the splitter as set forth more fully below. Anytime after July 15, 2000, BellSouth agrees to discuss with BlueStar the rates, terms and conditions to allow BlueStar to purchase its own splitters for installation in BellSouth's central offices.

12.2.5 BellSouth will install the splitter in (i) a common area close to the BlueStar collocation area, if possible; or (ii) in a BellSouth relay rack as close to the BlueStar DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common

test access point. BellSouth will cross-connect the splitter data ports to a specified BlueStar DS0 at such time that a BlueStar end user's service is established.

12.2.6 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and BlueStar desires to continue providing xDSL service on such loop, BlueStar shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and BlueStar desires to continue providing xDSL service on such loop, BlueStar shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element.

12.2.7 BlueStar and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and BlueStar agree that BlueStar is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide BlueStar with access to feeder subloops at UNE prices. BellSouth and BlueStar will work together to establish methods and procedures for providing BlueStar access to the High Frequency Spectrum over fiber fed digital loop carriers by August 1, 2000.

12.2.8 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

12.2.9 To order High Frequency Spectrum on a particular loop, BlueStar must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with BlueStar to create a concurrent process that allows BlueStar to order splitters in central offices where BlueStar is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of BlueStar's collocation provisioning interval. While that process is being developed, BlueStar may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 11.2.2.

12.2.10 BellSouth will devise a splitter order form that allows BlueStar to order splitter ports in increments of 24 or 96 ports.

12.2.11 BellSouth will provide BlueStar the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum by May 15, 2000.

12.2.12 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days. BellSouth will provide BlueStar with access to the High Frequency Spectrum as follows:

12.2.12.1 For 1-5 lines at the same address within three (3) business days from the receipt of BlueStar's LSR; 6-10 lines at same address within 5 business days; and more than 10 lines at the same address is to be negotiated. BellSouth and BlueStar will re-evaluate these intervals on or before August 1, 2000.

12.2.13 BlueStar will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. BlueStar and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. BellSouth will use its best efforts to make available to BlueStar, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the High Frequency Spectrum.

12.3 MAINTENANCE AND REPAIR

12.3.1 BlueStar shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. BlueStar may access the loop at the point where the combined voice and data signal exits the central office splitter.

12.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point of demarcation in the central office. BlueStar will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

12.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call BlueStar. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are

impaired, the recipient of the call should coordinate with the other service provider(s).

12.3.4 BellSouth and BlueStar will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which BlueStar has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

12.3.4.1 Each Party will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

12.3.4.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

12.3.5 In the event BlueStar's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify BlueStar and allow twenty-four (24) hours to cure the trouble. If BlueStar fails to resolve the trouble, BellSouth may discontinue BlueStar's access to the High Frequency Spectrum on such loop.

12.4 PRICING

12.4.1 BellSouth and BlueStar agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state

public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon BlueStar's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

12.4.2 BellSouth and BlueStar enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or BlueStar may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or BlueStar may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or BlueStar might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide BlueStar with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

DESCRIPTION	USOC	FL	GA	KY	TN
SYSTEM, SPLITTER – 96 LINE CAPACITY	ULSDA				
Monthly recurring		$100	$100	$100	$100
Non Recurring – 1st		$150	$150	$300	$150
Non Recurring – Add'l.		$0	$0	$0	$0
Non Recurring – Disconnect Only		$150	$150	NA	$150
SYSTEM, SPLITTER – 24 LINE CAPACITY	ULSDB				
Monthly recurring		$25	$25	$25	$25
Non Recurring		$150	$150	$300	$150
Non Recurring – Add'l.		$0	$0	$0	$0
Non Recurring – Disconnect Only		$150	$150	NA	$150
LOOP CAPACITY, LINE ACTIVATION – PER OCCURRENCE	ULSDC				
Monthly recurring		$6.00	$6.00	$6.00	$6.00
Non Recurring – 1st		$40	$40	$40	$40
Non Recurring – Add'l.		$22	$22	$22	$22
SUBSEQUENT ACTIVITY – PER OCCURRENCE -	ULSDS				
Non Recurring – 1st		$30	$30	$30	$30
Non Recurring – Add'l.		$15	$15	$15	$15

12.4.3 Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

2.0 BellSouth shall make available to BlueStar any agreement for the High Frequency Spectrum entered into between BellSouth and any other CLEC. If BlueStar elects to adopt such agreement, BlueStar shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.

3.0 In the event of a conflict between the terms of this Amendment and the terms of the Interconnection Agreement, the terms of this Amendment shall prevail.

4.0 All of the other provisions of the Agreement shall remain in full force and effect.

5.0 Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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.

BlueStar Networks, Inc.

By: Norton Cutler/mlb

Name: Norton Cutler

Title: General Counsel

Date: June 7, 2000

BellSouth Telecommunications, Inc.

By:

Name: Jerry Hendrix

Title: Senior Director

Date: 6/15/00

ATTACHMENT 1

CLEC/BellSouth Line Sharing Jointly Developed

Rules for Splitter Allocation

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. As a result of the current shortage of splitters, CLECs and BellSouth developed the following rules for splitter allocation. These rules shall apply until such time as those CLECs participating in the creation of the rules agree that the regular splitter installation rules should apply.

1. There shall be a single CLEC priority list of central offices that shall consist of the Georgia CLEC priority list combined with the priority list from the other states in BellSouth's nine-state region (the "Priority List"). This priority list shall be used for filling orders; it shall determine the order in which splitters will be deployed in those central offices for which splitters have been ordered.

2. During the allocation period, a CLEC may order 24 ports or 96 ports. In either event, BellSouth shall install a 96 port splitter in accordance with the Priority List. However, during the allocation period, in the event a CLEC orders 96 ports, BellSouth will only allocate 24 ports of the 96 port splitter to the first CLEC that orders a splitter for that central office, thus creating a backlog of 72 ports that have already been ordered by that CLEC ("Backlog"). In the event of a Backlog, BellSouth will charge CLEC a monthly recurring charge appropriate for the number of ports allocated to CLEC. In addition, if CLEC requested a 96 port splitter, it shall pay a non-recurring charge for a 96 port splitter, but shall pay no non-recurring charges when additional ports are added to alleviate the Backlog.

3. BellSouth will allocate, on a first-come/first-served basis, the remaining 72 ports of the splitter (in blocks of 24 ports) to the other CLECs that place an order for a splitter at that same central office.

Orders Submitted by Three (3) P.M. EST, April 28, 2000 with Due Date of June 6, 2000 or Sooner

4. A firm order for a splitter issued to the BellSouth Complex Resale Support Group (CRSG) on or by Three (3) P.M. EST, April 28, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after

three (3) P.M. EST, April 28, 2000. Orders for the first 200 splitters received prior to April 28, 2000, will be installed on or before June 5, 2000, and shall be installed in accordance with the priority list. The first 25 splitter orders shall be installed no later than May 22, 2000.

5. In the event CLECs submit to BellSouth more than 200 splitter orders on or before three (3) P.M. EST, April 28, 2000, BellSouth shall install fifty (50) splitters a week each week after June 5, 2000.

6. In the event there are more than four (4) orders submitted on or April 28, 2000, for a splitter at a particular central office, a second splitter will be installed at that central office in accordance with the Priority List.

7. Backlogs associated with orders submitted on or before April 28, 2000 will be fulfilled in their entirety before any orders received after April 28, 2000 are worked. In fulfilling a Backlog, the CLEC's additional ports may not be on the same shelf as the initial 24 ports.

Orders Received after Three (3) P.M. EST, April 28, 2000

8. Irrespective of the Priority List, no orders received after three (3) P.M. EST, April 28, 2000, will be worked until after all orders received on or before three (3) P.M. EST, April 28, 2000 have been completed.

9. Once all orders received on or before April 28, 2000, have been worked in their entirety, orders received after April 28, 2000, will have a minimum interval of forty-two (42) calendar days from date of receipt.

Orders Submitted with Due Dates After June 6, 2000

10. Any order submitted on or before April 28, 2000, with a due date of after June 6, 2000, will be completed according to the due date provided there is available inventory and all orders with a due date of June 6, 2000 or earlier have been completed.

Georgia Rating/Ranking of Central Offices for Linesharing

March 9, 2000

Covad, Rhythms, Northpoint, New Edge

CLLI	Combined Ranking
MRTTGAMA	1
RSWLGAMA	2
ATLNGABU	3
ATLNGAPP	4
DLTHGAHS	5
ATLNGASS	6
CHMBGAMA	7
AGSTGAAU	8
LRVLGAOS	9
MRTTGAEA	10
SMYRGAMA	11
LLBNGAMA	12
WDSTGACR	13
ATHNGAMA	14
AGSTGAFL	15
AGSTGATH	16
JNBOGAMA	17
NRCRGAMA	18
ATLNGATH	19
ALPRGAMA	20
DNWDGAMA	21
CMNGGAMA	22
AGSTGAMT	23
ALBYGAMA	24
GSVLGAMA	25
SNLVGAMA	26
ATLNGAIC	27
ATLNGAEP	28
TUKRGAMA	29
ROMEGATL	30
VLDSGAMA	31
MACNGAMT	32
ASTLGAMA	33
SMYRGAPF	34
DGVLGAMA	35
ATLNGAEL	36
SNMTGALR	37
CNYRGAMA	38
MACNGAVN	39
WRRBGAMA	40
NWNNGAMA	41

ATLNGAWD	42
GRFNGAMA	43
PANLGAMA	44
BUFRGABH	45
ATLNGACD	46
MACNGAGP	47
SVNHGABS	48
ATLNGACS	49
PTCYGAMA	50
RVDLGAMA	51
STBRGANH	52
MCDNGAGS	53
ATLNGAWE	54
SVNHGADE	55
SVNHGAWB	56
ATLNGAGR	57
ATLNGAAD	58
CRVLGAMA	59
ACWOGAMA	60
ATLNGABH	61
FYVLGASG	62
SVNHGAGC	63
SVNHGAWI	64
ATLNGAFP	65
ATLNGAHR	66
PWSPGAAS	67
CRTNGAMA	68
ATLNGALA	69
MRRWGAMA	70
CLMBGAMT	71
CLMBGAMW	72
LTHNGAJS	73
CVTNGAMT	74
DLLSGAES	75
FRBNGAEB	76
CLMBGABV	77
BRWKGAMA	78
ATLNGAQS	79
CNTNGAXB	80
LGVLGACS	81
SSISGAES	81

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
312	PRRNFLMA	FL	1
1330	MMPHTNBA	TN	2
1362	NSVLTNMT	TN	3
202	GSVLFLNW	FL	4
1	ALBSALMA	AL	5
13	BRHMALCH	AL	6
268	MLBRFLMA	FL	7
1337	MMPHTNMA	TN	8
285	ORLDFLAP	FL	9
1335	MMPHTNGT	TN	10
208	HLWDFLPE	FL	11
289	ORLDFLPH	FL	12
1333	MMPHTNEL	TN	13
324	STRTFLMA	FL	14
14	BRHMALCP	AL	15
15	BRHMALEL	AL	16
1141	CLMASCSN	SC	17
1240	CHTGTNNS	TN	18
1339	MMPHTNOA	TN	19
1073	RLGHNCSI	NC	20
299	PMBHFLCS	FL	21
698	NWORLASW	LA	22
1354	NSVLTNBW	TN	23
1309	KNVLTNMA	TN	24
16	BRHMALEN	AL	25
17	BRHMALEW	AL	26
1345	MRBOTNMA	TN	27
1364	NSVLTNUN	TN	28
623	KNNRLABR	LA	29
984	CARYNCCE	NC	30
333	WPBHFLGA	FL	31
1356	NSVLTNCH	TN	32
1363	NSVLTNST	TN	33
429	LSVLKYAP	KY	34
20	BRHMALHW	AL	35
21	BRHMALMT	AL	36
638	LFYTLAMA	LA	37
1306	KNTNTNMA	TN	38
693	NWORLAMT	LA	39
149	BCRTFLMA	FL	40
150	BCRTFLSA	FL	41
1340	MMPHTNSL	TN	42
1338	MMPHTNMT	TN	43
307	PNSCFLFP	FL	44
22	BRHMALOM	AL	45
23	BRHMALOX	AL	46
176	DYBHFLMA	FL	47

1352	NSVLTNAP	TN	48
1332	MMPHTNCT	TN	49
334	WPBHFLGR	FL	50
249	MIAMFLCA	FL	51
732	SLIDLAMA	LA	52
1307	KNVLTNBE	TN	53
64	MTGMALDA	AL	54
24	BRHMALRC	AL	55
26	BRHMALVA	AL	56
196	FTPRFLMA	FL	57
1272	FKLNTNMA	TN	58
695	NWORLARV	LA	59
1019	GNBONCAS	NC	60
1068	RLGHNCGL	NC	61
692	NWORLAMR	LA	62
1310	KNVLTNWH	TN	63
179	DYBHFLPO	FL	64
34	BSMRALMA	AL	65
148	BCRTFLBT	FL	66
233	JPTRFLMA	FL	67
1357	NSVLTNDO	TN	68
697	NWORLASK	LA	69
189	FTLDFLJA	FL	70
262	MIAMFLRR	FL	71
288	ORLDFLPC	FL	72
1361	NSVLTNMC	TN	73
667	MONRLAMA	LA	74
664	MNFDLAMA	LA	75
157	BYBHFLMA	FL	76
170	DLBHFLKP	FL	77
554	BTRGLAGW	LA	78
1237	CHTGTNDT	TN	79
232	JCVLFLWC	FL	80
253	MIAMFLHL	FL	81
988	CHRLNCCE	NC	82
431	LSVLKYBR	KY	83
1353	NSVLTNBV	TN	84
1158	FLRNSCMA	SC	85
171	DLBHFLMA	FL	86
174	DRBHFLMA	FL	87
1323	MAVLTNMA	TN	88
1358	NSVLTNGH	TN	89
230	JCVLFLSJ	FL	90
301	PMBHFLMA	FL	91
265	MIAMFLWD	FL	92
287	ORLDFLMA	FL	93
1366	NSVLTNWM	TN	94
164	COCOFLMA	FL	95
187	FTLDFLCR	FL	96
188	FTLDFLCY	FL	97
330	VRBHFLMA	FL	98
1280	GDVLTNMA	TN	99

696	NWORLASC	LA	100
264	MIAMFLSO	FL	101
989	CHRLNCCR	NC	102
683	NWORLAAR	LA	103
1311	KNVLTNYH	TN	104
557	BTRGLAMA	LA	105
190	FTLDFLMR	FL	106
191	FTLDFLOA	FL	107
1250	CLVLTNMA	TN	108
987	CHRLNCCA	NC	109
430	LSVLKYBE	KY	110
338	WPBHFLRP	FL	111
271	MNDRFLLO	FL	112
229	JCVLFLRV	FL	113
1020	GNBONCEU	NC	114
306	PMSCFLBL	FL	115
192	FTLDFLPL	FL	116
194	FTLDFLSU	FL	117
1236	CHTGTNBR	TN	118
986	CHRLNCBO	NC	119
687	NWORLACM	LA	120
1004	CPHLNCRO	NC	121
209	HLWDFLWH	FL	122
1341	MMPHTNST	TN	123
996	CHRLNCSH	NC	124
848	JCSNMSCP	MS	125
195	FTLDFLWN	FL	126
206	HLWDFLHA	FL	127
969	AHVLNCOH	NC	128
995	CHRLNCRE	NC	129
227	JCVLFLNO	FL	130
442	LSVLKYWE	KY	131
1069	RLGHNCHO	NC	132
436	LSVLKYOA	KY	133
992	CHRLNCLP	NC	134
356	BWLGKYMA	KY	135
207	HLWDFLMA	FL	136
218	JCBHFLMA	FL	137
305	PNCYFLMA	FL	138
1022	GNBONCLA	NC	139
220	JCVLFLAR	FL	140
335	WPBHFLHH	FL	141
319	SNFRFLMA	FL	142
439	LSVLKYSM	KY	143
222	JCVLFLCL	FL	144
90	TSCLALMT	AL	145
221	JCVLFLBW	FL	146
223	JCVLFLFC	FL	147
1247	CLEVTNMA	TN	148
201	GSVLFLMA	FL	149
691	NWORLAMC	LA	150
300	PMBHFLFE	FL	151

293	OVIDFLCA	FL	152
594	FKTNLAMA	LA	153
231	JCVLFLSM	FL	154
66	MTGMALMT	AL	155
243	MIAMFLAE	FL	156
245	MIAMFLAP	FL	157
99	DCTRALMT	AL	158
217	JCBHFLAB	FL	159
286	ORLDFLCL	FL	160
1102	WNSLNCVI	NC	161
428	LSVLKYAN	KY	162
981	BURLNCDA	NC	163
59	MOBLALSH	AL	164
314	PTSLFLMA	FL	165
246	MIAMFLBA	FL	166
248	MIAMFLBR	FL	167
123	HNVIALMT	AL	168
19	BRHMALFS	AL	169
690	NWORLAMA	LA	170
1287	HDVLTNMA	TN	171
290	ORLDFLSA	FL	172
1028	GSTANCSO	NC	173
52	MOBLALAZ	AL	174
1211	SUVLSCMA	SC	175
251	MIAMFLFL	FL	176
252	MIAMFLGR	FL	177
1131	CHTNSCWA	SC	178
54	MOBLALOS	AL	179
75	PNSNALMA	AL	180
1058	MTOLNCCE	NC	181
1070	RLGHNCJO	NC	182
1099	WNSLNCFI	NC	183
124	HNVIALPW	AL	184
472	OWBOKYMA	KY	185
254	MIAMFLIC	FL	186
1125	CHTNSCDP	SC	187
255	MIAMFLKE	FL	188
1140	CLMASCSH	SC	189
441	LSVLKYVS	KY	190
311	PNVDFLMA	FL	191
277	NDADFLBR	FL	192
1312	LBNNTNMA	TN	193
1168	GNVLSCDT	SC	194
281	NSBHFLMA	FL	195
256	MIAMFLME	FL	196
257	MIAMFLNM	FL	197
558	BTRGLAOH	LA	198
1126	CHTNSCDT	SC	199
33	BSMRALHT	AL	200
337	WPBHFLRB	FL	201
291	ORPKFLMA	FL	202
997	CHRLNCTH	NC	203

1169	GNVLSCWR	SC	204
327	TTVLFLMA	FL	205
260	MIAMFLPB	FL	206
261	MIAMFLPL	FL	207
849	JCSNMSMB	MS	208
1188	MNPLSCES	SC	209
577	CVTNLAMA	LA	210
279	NDADFLOL	FL	211
998	CHRLNCUN	NC	212
1071	RLGHNCMO	NC	213
1130	CHTNSCNO	SC	214
310	PNSCFLWA	FL	215
276	NDADFLAC	FL	216
286	MIAMFLWM	FL	217
177	DYBHFLOB	FL	218
1138	CLMASCSA	SC	219
686	NWORLACA	LA	220
1067	RLGHNCGA	NC	221
336	WPBHFLLE	FL	222
624	KNNRLAHN	LA	223
1207	SPBGSCMA	SC	224
1080	SLBRNCMA	NC	225
278	NDADFLGG	FL	226
302	PMBHFLTA	FL	227
1143	CLMASCSW	SC	228
440	LSVLKYTS	KY	229
1257	CRTHTNMA	TN	230
28	BRHMALWL	AL	231
435	LSVLKYJT	KY	232
639	LFYTLAVM	LA	233
332	WPBHFLAN	FL	234
1369	OKRGTNMT	TN	235
126	HNVIALUN	AL	236
438	LSVLKYSL	KY	237
483	PMBRKYMA	KY	238
292	ORPKFLRW	FL	239
559	BTRGLASB	LA	240
729	SHPTLAMA	LA	241
433	LSVLKYFC	KY	242
432	LSVLKYCW	KY	243
1300	JCSNTNMA	TN	244
561	BTRGLAWN	LA	245
1101	WNSLNCLE	NC	246
1277	GALLTNMA	TN	247
556	BTRGLAIS	LA	248
726	SHPTLABS	LA	249
689	NWORLALK:	LA	250
1254	CNVLTNMA	TN	251
642	LKCHLADT	LA	252
727	SHPTLACL	LA	253
1388	SMYRTNMA	TN	254
1262	DKSNTNMT	TN	255

728	SHPTLAHD	LA	256
1031	HNVLNCCH	NC	257
971	APEXNCCE	NC	258
990	CHRLNCDE	NC	259
1346	MRTWTNMA	TN	260
852	JCSNMSRW	MS	261
1394	SPFDTNMA	TN	262
665	MNVLLAMA	LA	263
1023	GNBONCMC	NC	264
1106	AIKNSCMA	SC	265
991	CHRLNCER	NC	266
1072	RLGHNCSB	NC	267
645	LKCHLAUN	LA	268
1045	LNTNNCMA	NC	269
263	MIAMFLSH	FL	270
1017	GLBONCMA	NC	271
1308	KNVLTNFC	TN	272
1135	CLMASCCH	SC	273
1100	WNSLNCGL	NC	274
824	GLPTMSTS	MS	275
258	MIAMFLNS	FL	276
67	MTGMALNO	AL	277
259	MIAMFLOL	FL	278
1398	SVVLTNMT	TN	279
993	CHRLNCMI	NC	280
1085	SSVLNCMA	NC	281
982	BURLNCEL	NC	282
731	SHPTLASG	LA	283
1024	GNBONCPG	NC	284
74	PHCYALMA	AL	285
244	MIAMFLAL	FL	286
296	PCBHFLNT	FL	287
1037	KNDLNCCE	NC	288
165	COCOFLME	FL	289
434	LSVLKYHA	KY	290
838	HTBGMSMA	MS	291
1078	SELMNCMA	NC	292
60	MOBLALSK	AL	293
1009	DVSNNCPO	NC	294
582	DNSPLAMA	LA	295
1098	WNSLNCCL	NC	296
10	AUBNALMA	AL	297
1083	SRFDNCCE	NC	298
399	FRFTKYMA	KY	299
247	MIAMFLBC	FL	300
1248	CLMATNMA	TN	301
1018	GNBONCAP	NC	302
1136	CLMASCDF	SC	303
1105	ZBLNNCCE	NC	304
321	STAGFLMA	FL	305
1096	WNDLNCPI	NC	306
846	JCSNMSBL	MS	307

11	BLFNALMA	AL	308
427	LSVLKY26	KY	309
193	FTLDFLSG	FL	310
1242	CHTGTNRO	TN	311
212	HMSTFLNA	FL	312
159	CCBHFLMA	FL	313
985	CARYNCWS	NC	314
560	BTRGLASW	LA	315
295	PAHKFLMA	FL	316
1133	CLMASCAR	SC	317
250	MIAMFLDB	FL	318
122	HNVIALLW	AL	319
1066	RLGHNCDU	NC	320
1142	CLMASCSU	SC	321
210	HMSTFLEA	FL	322
154	BLGLFLMA	FL	323
1258	CRVLTNMA	TN	324
851	JCSNMSPC	MS	325
1241	CHTGTNRB	TN	326
1053	MGTNNCGR	NC	327
89	TSCLALDH	AL	328
ADD	HNVIALRA	AL	329
730	SHPTLAQB	LA	330
978	BOONNCKI	NC	331
839	HTBGMSWE	MS	332
8	ATHNALMA	AL	333
610	HMNDLAMA	LA	334
874	MDSNMSES	MS	335
71	OPLKALMT	AL	336
789	BILXMSED	MS	337
269	MLTNFLRA	FL	338
1301	JCSNTNNS	TN	339
55	MOBLALPR	AL	340
552	BTRGLABK	LA	341
847	JCSNMSCB	MS	342
437	LSVLKYSH	KY	343
1129	CHTNSCLB	SC	344
492	RCMDKYMA	KY	345
411	HNSNKYMA	KY	346
1040	LENRNCHA	NC	347
1190	NAGSSCMA	SC	348
77	PRVLALMA	AL	349
213	HTISFLMA	FL	350
972	ARDNNCCE	NC	351
200	GLBRFLMC	FL	352
823	GLPTMSLY	MS	353
315	PTSLFLSO	FL	354
51	MOBLALAP	AL	355
1127	CHTNSCJM	SC	356
893	OCSPMSGO	MS	357
91	TSCLALNO	AL	358
317	SBSTFLMA	FL	359

527	WNCHKYMA	KY	360
58	MOBLALSF	AL	361
1239	CHTGTNMV	TN	362
1016	GLBONCAD	NC	363
770	BILXMSMA	MS	364
1400	TLLHTNMA	TN	365
109	FRHPALMA	AL	366
1368	NWPTTNMT	TN	367
56	MOBLALSA	AL	368
666	MONRLADS	LA	369
668	MONRLAWM	LA	370
57	MOBLALSE	AL	371
404	GRTWKYMA	KY	372
970	AHVLNCOT	NC	373
1385	SHVLTNMA	TN	374
780	BRNDMSES	MS	375
1414	WNCHTNMA	TN	376
1347	MSCTTNMT	TN	377
1315	LNCYTNMA	TN	378
240	LYHNFLOH	FL	379
1374	PLSKTNMA	TN	380
1317	LRBGTNMA	TN	381
555	BTRGLAHR	LA	382
294	PACEFLPV	FL	383
850	JCSNMSNR	MS	384
1243	CHTGTNSE	TN	385
204	HBSDFLMA	FL	386
1319	LXTNTNMA	TN	387
1343	MNCHTNMA	TN	388
1249	CLTNTNMA	TN	389
322	STAGFLSH	FL	390
1041	LENRNCHU	NC	391
308	PNSCFLHC	FL	392
1285	GTBGTNMT	TN	393
968	AHVLNCBI	NC	394
1238	CHTGTNHT	TN	395
304	PNCYFLCA	FL	396